



City Commission Regular Meeting Agenda

Tuesday, February 17, 2026 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of February 2, 2026 City Commission Minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for February 17, 2026.

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business.

- a. Permission to increase wage of Water Operator Anthony Tribon to \$23.00 per hour effective February 15, 2026 due to completing CDL certification.
- b. Permission to advertise in-house for 5 days for half-time trolley driver for up to 29 hours per week at current wage, with benefits outlined in employee handbook.
- c. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Barbara Anna, Dan and Rhea James, Gerald and Cheryl Rogers, Travis and Suzanne Rogers and Mike and Amy Rogers.
- [d.](#) Permission to expend \$48,429.00 to the Deadwood Volunteer Fire Department for pay-per-call project. (To be paid from 2025 Fire Department Recruitment/Retention line item.)
- [e.](#) Acknowledge Deadwood Volunteer Fire Department 2025 Annual Report.
- [f.](#) Acknowledge donation from Carnegie Corporation of New York in the amount of \$10,000.00 to benefit the Deadwood Library and community in the commemoration of the 250th anniversary.

- g. Permission for Mayor to sign the South Dakota Department of Transportation Community Access Grant agreement for Crescent Street in the amount of \$600,000.00.
- h. Permission for Mayor to sign Intergovernmental Contract for the South Dakota Public Assurance Alliance.
- i. Permission for Mayor to sign contract with 21 Electric for event complex lighting project awarded on February 2, 2026.
- j. Permission for mayor to sign a 5-year lease agreement with Century Solutions for a copy machine in the water department with a monthly lease of \$89.44. (To be paid by Water Professional Services line item.)
- k. Permission to pay Victor Stanley for replacement bench slats in an amount not to exceed \$3,670.00. (To be paid by HP Capital assets line item.)
- l. Permission to purchase five Stihl mowers from Dakota Equipment Rental in the amount not to exceed \$5,559.95. (To be paid by Parks Equipment line item.)
- m. Permission to purchase a seat leg press Machine from G&G Fitness in amount not to exceed \$3,599.00. (To be paid by Rec Center equipment line item.)
- n. Permission to pay Huntington Bank for annual trolley leases. Trolley 4 - \$25,000 (#5698) and Trolley 5 - \$33,681.45 (#5697).
- o. Permission to pay Deadwood Electric in the amount of \$8,453.38 for wiring upgrades for the chime system at the Adams Museum. (To be paid by HP Capital Assets.)
- p. Permission to hire JPF Inc Logistics Specialists for return shipping of lockers in an amount not to exceed \$4,000.00. (To be paid by Rec Center professional services line item.)
- q. Permission to pay HGH Construction LLC in the amount of \$11,150.00 for the L&L Insulation to properly remove asbestos at 85 Charles Street not originally included in project. (To be paid by HP Capital Asset line item.)
- r. Permission to pay Legendary Electric to upgrade electrical service at '76 Museum wagon shop in an amount not to exceed \$3,418.37. (To be paid by HP Capital Assets line item.)
- s. Permission to pay the State Archaeological Research Center in the amount of \$20,834.67 for archaeological monitoring and research for the 2019 FEMA project. (To be paid by FEMA line item.)
- t. Permission to allow free trolley fares to Forks, Corks, and Kegs pass holders April 10 and 11, 2026 with chamber reimbursing City \$1.00 for each pass sold. (Recommendation from Feb. 12, 2026 Parking and Transportation Committee.)
- u. Permission to approve two 2026 Vehicle For Hire: Livery Vehicle Applications for Deadwood Alive Inc. horse-drawn vehicles. (Recommendation by Feb. 12, 2026 Parking & Transportation Committee.)
- v. Permission to allow use of public property at the Event Complex for Lead Deadwood Youth Football and Cheer on Saturday, August 1 through Friday, October 30, 2026.

7. **Bid Items**

- [a.](#) Results of bid opening on February 12, 2026 at 2:00 p.m. for 2026 Mt. Moriah Cemetery Restoration Project. Bid Bonds and Acknowledgement of Addendum 1 were included.

Complete Concrete - Base Bid \$123,316.28, Alt. #1 \$1,310.91, Alt. #2 801.90, Alt. #3 10,289.45, Alt. #4 \$579.76, Alt. #5 \$678.97.

Fuller Construction - Base Bid #120,250.00, Alt. #1 \$2,275.00, Alt. #2 \$1,600.00, Alt. #3 \$5,750.00, Alt. #4 1,625.00, Alt. #5 \$1,750.00.

Seco Construction - Base Bid \$150,000.00, Alt. #1 1,600.00, Alt. #2 \$1,500.00, Alt. #3 \$4,400.00, Alt. #4 \$2,600.00, Alt. #5 \$1,350.00.

8. **Public Hearings**

- [a.](#) Hold public hearing for Forks Corks Kegs Event: open container in Zones 1 and 2 on Friday, April 10 from 5:00 p.m. to 10:00 p.m. and Saturday, April 11, 2026 from 11:00 a.m. to 10:00 p.m.
- [b.](#) Hold public hearing for Save Our Tail Parade: street closure; Main Street from Lower Main at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way on Friday, May 22 from 1:00 p.m. until parade ends and closure of a portion of Main Street from Mineral Palace to Wall Street on Friday, May 22, 2026 from 3:00 p.m. to 3:15 p.m. for Dora DuFran Statue Dedication.

9. **Old Business**

10. **New Business**

- [a.](#) Resolution 2026-09 Cash Designations for 2025.
- [b.](#) First reading of Ordinance 1443 - 5.28 Display of Merchandise.
- [c.](#) Report on parking donations collected from Wednesday, November 26 through Friday, December 26, 2025 and allocation of disbursement of funds.
- [d.](#) Permission to approve Round 1 of the 2026 Outside-of-Deadwood Grants in the amount of \$50,000, as recommended by Deadwood Historic Preservation Commission.
- [e.](#) Permission for the Mayor to sign engineering agreement with Avid4 Engineering for updating/ expanding plans and specifications for the Crescent Street reconstruction project in the amount not to exceed \$180,410.00. (2026 CIP Project.)
- [f.](#) Permission to purchase Christmas lighting from Holiday Outdoor Decor in the amount of \$23,365.28. (To be paid by various departments and partnership with Main Street Initiative, including \$8,800.00 from Main Street Initiative and \$2000.00 from Neighborhood Council.)

11. **Informational Items and Items from Citizens**

- [a.](#) Petitions may be taken out and circulation began on Monday, February 2, 2026 for two City Commission seats, each 3-year terms. Petitions must be returned no later than Tuesday, March 24, 2026 at 5:00 p.m.

- b. Commission Meeting on March 16, 2026 will be at 1:00 p.m. to accommodate Government Day Activities with the School District.

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2(1) w/possible action.
Executive Session for Legal Matters per SDCL1-25-2(3) w/possible action.
Executive Session for Contractual negotiations per SDCL 1-25-2(4) w/possible action.

13. **Adjournment**

This will be a public meeting but also available through Zoom. To participate, join Zoom Meeting and identify your name when joining.

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, FEBRUARY 2, 2026

The Regular Session of the Deadwood City Commission convened on Monday, February 2, 2026 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Dakota. Mayor Charlie Struble-Mook called the meeting to order with the following members present: Department Heads, City Attorney Quentin Riggins, and Commissioners Charles Eagleson, Michael Johnson, Sharon Martinisko and Mark Speirs. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Speirs moved, Eagleson seconded to approve the minutes of January 20, 2026. Roll Call: Aye-All. Motion carried.

JANUARY 2026 PAYROLL: COMMISSION, \$3,692.28; FINANCE, \$25,850.19; PUBLIC BUILDINGS, \$25,850.19; POLICE, \$101,016.65; FIRE, \$6,834.19; BUILDING INSPECTION, \$5,580.17; STREETS, \$35,783.27; PARKS, \$31,474.26; PLANNING & ZONING, \$4,299.09; LIBRARY, \$9,888.89; RECREATION CENTER, \$29,420.85; HISTORIC PRESERVATION, \$24,490.95; WATER, \$14,121.10; PARKING METER, \$18,303.47; TROLLEY, \$20,428.93; PARKING RAMP, \$3,444.72 **PAYROLL TOTAL: \$339,671.26.**

JANUARY 2026 PAYROLL PAYMENTS:

Internal Revenue Service, \$79,551.98; S.D. Retirement System, \$40,800.52; Principal Dental, \$3,726.68.

APPROVAL OF DISBURSEMENTS

Commissioner Martinisko spoke about the additional bills. Martinisko moved, Johnson seconded to approve the February 2, 2026 disbursements as amended. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	142.92
ALBERTSON ENGINEERING	SERVICE	2,269.80
ALLEN, JESSE	REIMBURSEMENT	132.20
AMAZON CAPITAL	SUPPLIES	2,934.63
AMERICAN SODA FOUNTAIN	SERVICE	213.75
ANFINSON, BONNY	REIMBURSEMENT	34.00
ATLAS EXTERIORS	PROJECT	25,493.00
AUTO VALUE	SUPPLIES	2,454.46
AVID4 ENGINEERING	SERVICE	2,492.50
BACHAND, MIKE	REIMBURSEMENT	34.00
BHBB	BID #8	25,000.00
BH CHEMICAL	SUPPLIES	1,896.98
BH WINDOW CLEANING	SERVICE	4,366.00
BLACKSTRAP	BLACK MAGIC	17,035.20
BLUE-JONES, LEAH	REIMBURSEMENT	53.08
BOMGAARS	SUPPLIES	423.96
BRANDON INDUSTRIES	SUPPLIES	1,605.00
BROWN, MOLLY	REIMBURSEMENT	142.20
BRUNSEN, RONDA	REIMBURSEMENT	352.93
BUTTE COUNTY EQUIPMENT	SUPPLIES	313.30
CAPFIRST EQUIPMENT FINANCE	PAYMENT	31,555.59
CED SPEARFISH	SUPPLIES	155.82
CITY OF LEAD	ANIMAL SHELTER	3,486.26
CONVERGINT TECHNOLOGIES	SERVICE	178.57
CRAIG MATSON	LOBBYIST	20,040.00
CRAMER MARKETING	SUPPLIES	376.65
DAKOTA LUMBER	SUPPLIES	6,390.06
DEADWOOD BLUES FEST	BID #8	25,000.00
DEADWOOD CHAMBER	BID #8	40,096.83
DEADWOOD CHAMBER OUTLAW	BID #9	28,000.00
DEADWOOD GAMING	LOBBYIST	52,560.00
DEADWOOD HISTORY	SERVICE	475.00
DEMCO	SUPPLIES	124.68
EAGLE PUBLISHING	SERVICE	850.00
FASTENAL COMPANY	SUPPLIES	67.38
FED EX	SERVICE	20.51
FIRST NET	SERVICE	283.78
FOGLE, JAKE	REIMBURSEMENT	48.00
GAME TIME	PLAYGROUND EQUIP	44,177.95
GREAT WESTERN TIRE	SUPPLIES	2,300.22
GUNDERSON, PALMER, NELSON	SERVICE	4,272.60
HAWKINS	SUPPLIES	1,557.02
HOMETOWN MANUFACTURING	SERVICE	306.03
INTERSTATE BATTERY	SUPPLIES	520.99
KETEL THORSTENSON	SERVICE	785.00
KIESLER POLICE SUPPLY	DUTY WEAPONS	10,756.80
LAWRENCE CO. REGISTER	SERVICE	30.00
LES SCHWAB TIRES	SERVICE	689.70
LOOKOUT PLAN + CODE CONSUL	SERVICE	1,880.20
LOU LOU'S BOMBDIGGITIES	SERVICE	72.00
MED-TECH RESOURCE	SUPPLIES	166.48
MIDSTATES GROUP	SUPPLIES	2,087.96
MILE UP MARKETING SOLUTION	BID #8	1,321.61
MDU	SERVICE	17,216.93
MOSHER, ANDREW	REIMBURSEMENT	284.58
MS MAIL	SERVICE	526.55

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NORTHWEST PIPE FITTINGS	SUPPLIES	3,496.38
NUCKLES, LES	REIMBURSEMENT	34.00
ONE WAY SERVICE PROS	PROJECT	8,381.36
ONSCENE DYNAMICS	EQUIP	16,793.81
PATCHSTOP DEADWOOD	SUPPLIES	88.83
PEARSON, TRAVIS	REIMBURSEMENT	34.00
PRAIRIE HILLS TRANSIT	SERVICE	3,500.00
PRINCIPAL LIFE INSURANCE	LIFE INSURANCE	283.05
PRO-STEAM CARPET	SERVICE	1,300.00
QUIK SIGNS	SERVICE	141.15
RASMUSSEN MECHANICAL	PROJECT	441.58
RUNGE, MIKE	REIMBURSEMENT	45.68
S AND C CLEANERS	CLEANING	8,472.00
SANFORD, TY	REIMBURSEMENT	34.00
SD DEPT. OF REVENUE	TAXES	3,575.64
SD GOV. FINANCE OFFICERS	MEMBERSHIP	200.00
SD GOV. HUMAN RESOURCE	MEMBERSHIP	50.00
SD HOUSING DEVELOPMENT	TIF #13	4,113.14
SD MUNICIPAL LEAGUE	SERVICE	240.00
SD PUBLIC HEALTH LAB	TESTING	40.00
SD WATER & WASTEWATER	REGISTRATION	240.00
SOUTH DAKOTA 811	SERVICE	95.20
SOUTHSIDE OIL	FUEL	13,280.96
STERNHAGEN SEVICES	SERVICE	125.00
STROSCHE, LEE	REIMBURSEMENT	34.00
TECHNOLOGY	SERVICE	8,858.92
TELLINGHUISEN, ROGER	LOBBYIST	20,040.00
TKO'S	CONFERENCE	5,335.00
ULINE	SUPPLIES	575.90
UNCLE COOKIE'S COFFEE	SUPPLIES	130.00
UNDERGROUND CONSTRUCTION	PAY APP #7	198,477.60
UNIVERSITY OF SOUTH DAKOTA	GRANT	6,260.00
VERIZON WIRELESS	SERVICE	701.05
VIEHAUSER ENTERPRISES	SERVICE	2,914.78
WATERTREE	SERVICE	180.00
WELLS PLUMBING & FARM SUPP	SUPPLIES	179.44
WELLMARK	INSURANCE	51,685.79
WILLIAMS, DIANA	REIMBURSEMENT	20.00

Total \$746,449.92

ITEMS FROM CITIZENS ON AGENDA

Proclamation

The Mayor read a proclamation declaring Monday, February 2, 2026 as Tom Blair Day in the City of Deadwood.

CONSENT

Martinisko moved, Johnson seconded to approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to remove Tyler Thompson full-time (non-certified) police officer from payroll effective January 6, 2026.
- B. Permission to update resignation date for lifeguard II Tyler Martin to be January 6, 2026.
- C. Permission to move Monica Nepper from half-time Education Program Coordinator to three-quarter time (with benefits as stated in policy) at \$18.00 per hour effective January 18, 2026.
- D. Permission to make 2026 budget allocation to Lobbyist Craig Matson in the amount of \$20,040.00. (To be paid by Bed and Booze line item.)
- E. Resolution 2026-06 to Participate in South Dakota Dept. of Transportation Bridge Inspection Program.

**RESOLUTION 2026-06
BRIDGE REINSPECTION PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Deadwood is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire Interstate Engineering (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for

REGULAR MEETING, FEBRUARY 2, 2026

inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 2nd day of February, 2026

ATTEST:

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

/s/ Charlie Struble-Mook, Mayor

F. Resolution 2026-07 Declare Surplus Property.

**RESOLUTION NO. 2026-07
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Absocold Mini Fridge

Model AR042MG10R

Toshiba E-Studio 356

Serial #C2KC69981

3 Nordic Track Spin Bikes GX2

1 Multisport Enduro Cycle Bike

Dated this 2nd day of February, 2026

ATTEST:

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

/s/ Charlie Struble-Mook, Mayor

- G. Permission to purchase a table saw with accessories from Grizzly Industrial in an amount not to exceed \$3,790.85. (To be paid by HP Capital Assets line item.)
- H. Permission to pay Black Hills Collision Pros for repair 2021 Dodge Durango in an amount not to exceed \$3,786.50. (To be paid by Police repairs line item.)
- I. Allow open container in zones 1 and 2 on Saturday, March 7 from noon to 10:00 p.m.; Main Street closure from Deadwood Street to Pine Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees for K9 Keg Pull. (Originally approved on December 15, 2025 but postponed due to weather.)
- J. Allow use of public property at the Event Complex (Ferguson Field) for Vintage Baseball Game and Flag Day Ceremony on June 14, 2026.
- K. Allow use of public property for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot Friday, June 5 through Sunday, June 7 and use of Event Complex parking area on Sunday, June 7, 2026 from 5:00 a.m. to 3:00 p.m. Deposit and user fees have been received.

BID ITEMS**Results**

Mayor Struble-Mook stated 4 bids were received for the Ballfield Lighting Upgrade Project on January 29, 2026 at 3:00 p.m. as advertised. Bid Bonds and Acknowledgement of Addendum 1 were included.

21 Electric - Base bid \$354,150.00, Alt. #1 \$168,625.00, Alt. #2 \$7,820.00.

Builders Electric - Base bid \$565,100.00, Alt. #1 \$240,367.00, Alt. #2 \$6,450.00.

Freeman's Electric - Base bid \$568,601.00, Alt. #1 \$199,195.00, Alt. #2 \$10,660.00.

Wescom - Base bid \$386,286.61, Alt. #1 \$180,303.46, Alt. #2 \$12,740.24.

Parks, Recreation & Events Director Adler spoke about the project and recommends approval to low bidder. Martinisko moved, Johnson seconded to award Ballfield Lighting Upgrade project to 21 Electric in the amount of \$530,595.00. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 2, 2026**PUBLIC HEARINGS****Summer Kick Off Concert**

Public hearing was opened at 5:11 p.m. by Mayor Struble-Mook. Bobby Rock, Outlaw Square, was available for questions, hearing closed. Martinisko moved, Johnson seconded to approve open container in zone 1 and 2 from 5:00 p.m. until 10:00 p.m. on Friday, May 22, and noon to 10:00 p.m. on Saturday, May 23; special temporary beer and wine license for Outlaw Square on Friday, May 22 from 5:00 p.m. to 10:00 p.m., and Saturday, May 23 from noon to 10:00 p.m. at Outlaw Square; street closure on Deadwood Street from Main Street to Pioneer Way from 8:30 a.m. on Friday, May 22 to 1:00 a.m. on Sunday, May 24; and closure of Siever Street (if needed) from 7:00 a.m. on Friday, May 22 to 11:00 p.m. on Saturday, May 23, 2026. Roll Call: Aye-All. Motion carried.

Set

Johnson moved, Martinisko seconded to set public hearing on February 17 for Forks Corks Kegs Event. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on February 17 for Save Our Tail Parade and Dora DuFran Statue Dedication. Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Resolution**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the fees for portable signs. Martinisko moved, Speirs seconded to approve Resolution 2026-08 Establishing fees for Portable Signs within the Fee Resolution. This Resolution had a prior publication date of February 5, 2026. Roll Call: Aye-All. Motion carried.

Application

Johnson moved, Martinisko seconded to approve application form for portable signs per Chapter 15.32 of the Deadwood Codified Ordinances. Commissioner Martinisko asked the Chamber to add information concerning application and portable signs to their newsletter. Roll Call: Aye-All. Motion carried.

Purchase

Asst. Chief Fetter spoke about the purchase. Martinisko moved, Johnson seconded to purchase a RIT (Rapid Intervention Team) rescue bag from MTR in an amount not to exceed \$41,88.00. (To be paid by Fire Dept. equipment line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Petitions may be taken out, and circulation may begin on Monday, February 2, 2026 for two City Commission seats, each 3-year terms. Petitions must be returned no later than Tuesday, March 24, 2026 at 5:00 p.m.
- B. City Commission meeting will be held Tuesday, February 17 due to City Offices being closed Monday, February 16, 2026 for President's Day.

David Herdt, resident, questioned if a dog park could be established in the City of Deadwood. Mayor Struble-Mook stated there is a park which will open in the spring at Stage Run.

He also questioned if stripping the bottom part of Burnham to no parking zone for safety reasons due to parking on both sides of the street, especially during special events. Parking and Transportation Director Lux will address this during Parking and Transportation.

He also questioned if registration for Kool Deadwood Nites could be moved back out to Deadwood Gulch to allow parking at the Welcome Center for visitors.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and union and/or contractual negotiations per SDCL 1-25-2(4) with possible action.

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ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:25 p.m. The next regular meeting will be Tuesday, February 17, 2026 at 5:00 p.m.

After coming out of executive session at 5:42 p.m., Martinisko moved, Speirs seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
Charlie Struble-Mook, Mayor

Published once at the total approximate cost of _____

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-1/29/26-SNOWCROSS	101-3000-450	EVENT COMPLEX SNOWCROSS REFUND	000000	1,350.00
		I-1/29/26-SNOWCROSS	101-3000-202	LIQUOR LICENS SNOWCROSS REFUND	000000	200.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						1,550.00
01-0418	BLACK HILLS PIONEER					
		I-121 - 2026	101-4111-423	PUBLISHING NOH - SUMMER KICKOFF CONCERT	000000	19.78
		I-123 - 2026	101-4111-423	PUBLISHING MINUTES - 1/5/26	000000	317.53
		I-903 - 2026	101-4111-423	PUBLISHING NOH - ST. PAT'S DAY EVENTS	000000	19.78
		I-907 - 2026	101-4111-423	PUBLISHING MINUTES - 12/15/25	000000	290.82
01-0515	ROCKINGTREE LANDSCAPES					
		I-366262	101-4111-426	SUPPLIES PEACE PLANT - TOM BLAIR FAMILY	000000	61.90
01-1331	SD MUNICIPAL LEAGUE					
		I-200004147	101-4111-427	TRAVEL DIST.10 ANN'L MTG- MOOK,MARTIN	000000	50.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD-1/30/26	101-4111-426	SUPPLIES MAYOR'S MTG SUPPLIES	000000	42.88
		I-FINANCECCD-1/30/26	101-4111-427	TRAVEL TRAINING-DAY OF EXCELLENCE	000000	156.00
		I-FINANCECCD-1/30/26	101-4111-427	TRAVEL PIERRE - MEAL	000000	11.52
		I-FINANCECCD-1/30/26	101-4111-427	TRAVEL PIERRE - MEAL	000000	6.00
		I-FINANCECCD-1/30/26	101-4111-427	TRAVEL PIERRE - MEAL	000000	19.80
				DEPARTMENT 111	COMMISSION	TOTAL:
						996.01
01-2394	GUNDERSON, PALMER, NELS					
		I-145956	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,095.10
				DEPARTMENT 141	ATTORNEY	TOTAL:
						4,095.10
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,678.00
01-0742	ODP BUSINESS SOLUTIONS					
		C-456587486001	101-4142-426	SUPPLIES CR FOR COPY PAPER NOT RCVD-FIN	000000	107.14-
		I-449696168001	101-4142-426	SUPPLIES 4 CASES COPY PAPER - FIN.	000000	214.28
01-1331	SD MUNICIPAL LEAGUE					
		I-200004147	101-4142-427	TRAVEL DIST.10 ANN'L MTG-MCKEOW,TREWH	000000	50.00
		I-200004149	101-4142-427	TRAVEL DIST.10 ANN'L MTG - PEPPMEIER	000000	25.00
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD-1/30/26	101-4142-427	TRAVEL TRAINING-DAY OF EXCELLENCE	000000	156.00
		I-FINANCECCD-1/30/26	101-4142-427	TRAVEL PIERRE - FUEL	000000	30.60

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES					
		C-1J1M-XFRK-PVYL-CR	101-4142-426	SUPPLIES RETURN OF WALL CALENDAR-FIN.	000000	7.91-
01-4946	CIVICPLUS LLC					
		I-362613	101-4142-422	PROFESSIONAL MUNIDOCs RENEWAL	000000	385.88
DEPARTMENT 142 FINANCE					TOTAL:	3,424.71

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 01/28/26	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	20.17
		I-POWER 01/28/26	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	68.06
		I-POWER 01/28/26	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 01/28/26	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.18
		I-POWER 01/28/26	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	289.15
		I-POWER 01/28/26	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	134.03
		I-POWER 01/28/26	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	33.14
		I-POWER 01/28/26	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.92
		I-POWER 01/28/26	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	588.42
		I-POWER 01/28/26	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	63.48
		I-POWER 01/28/26	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,571.21
		I-POWER 01/28/26	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	33.80
		I-POWER 01/28/26	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,626.79
		I-POWER 01/28/26	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	153.44
		I-POWER 01/28/26	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	152.25
		I-POWER 01/28/26	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	30.22
		I-POWER 01/28/26	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	75.01
		I-POWER 01/28/26	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	115.00
		I-POWER 01/28/26	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	313.68
		I-POWER 01/28/26	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,144.37
		I-POWER 01/28/26	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 01/28/26	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	144.19
		I-POWER 01/28/26	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	738.47
		I-POWER 01/28/26	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	194.60
		I-POWER 01/28/26	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	31.59
		I-POWER 01/28/26	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	20.43
		I-POWER 01/28/26	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	141.70
		I-POWER 01/28/26	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	64.36
		I-POWER 01/28/26	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	39.80
		I-POWER 01/28/26	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	50.98
		I-POWER 01/28/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	50.98
		I-POWER 01/28/26	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	469.72
		I-POWER 01/28/26	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	86.30
		I-POWER 01/28/26	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	78.05
		I-POWER 01/28/26	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	540.46
		I-POWER 01/28/26	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,399.79
		I-POWER 01/28/26	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	67.60
		I-POWER 01/28/26	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	94.55
		I-POWER 01/28/26	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	37.82

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 01/28/26	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.43	
		I-POWER 01/28/26	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	40.05	
		I-POWER 01/28/26	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	41.83	
		I-POWER 01/28/26	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,835.81	
		I-POWER 01/28/26	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	119.30	
		I-POWER 01/28/26	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	659.70	
		I-POWER 01/28/26	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	52.62	
		I-POWER 01/28/26	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	249.20	
		I-POWER 01/28/26	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	90.09	
		I-POWER 01/28/26	101-4192-428	UTILITIES 5 SIEVER ST	000000	747.54	
		I-POWER 01/28/26	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	484.12	
		I-POWER 01/28/26	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	56.84	
		I-POWER 01/28/26	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,092.62	
		I-POWER 01/28/26	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	30.03	
		I-POWER 01/28/26	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	29.23	
		I-POWER 01/28/26	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.43	
		I-POWER 01/28/26	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.38	
		I-POWER 01/28/26	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	72.70	
		I-POWER 01/28/26	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	428.64	
		I-POWER 01/28/26	101-4192-428	UTILITIES 610 BROADWAY ST	000000	125.55	
		I-POWER 01/28/26	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	706.29	
		I-POWER 01/28/26	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	42.13	
		I-POWER 01/28/26	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	833.36	
		I-POWER 01/28/26	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,643.58	
		I-POWER 01/28/26	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	45.47	
		I-POWER 01/28/26	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	42.70	
		I-POWER 01/28/26	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	91.95	
		I-POWER 01/28/26	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	1,083.30	
		I-POWER 01/28/26	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	682.29	
		I-POWER 01/28/26	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	135.08	
		I-POWER 01/28/26	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	11.29	
		I-POWER 01/28/26	101-4192-428	UTILITIES 767 MAIN ST	000000	22.56	
		I-POWER 01/28/26	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	23.18	
		I-POWER 01/28/26	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	19.55	
		I-POWER 01/28/26	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	20.30	
		I-POWER 01/28/26	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	1,630.14-	
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,009.81	
01-0539	LEAD-DEADWOOD SANITARY	I-01/30/26	CONSUMPT 101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	30.55	
		I-01/30/26	CONSUMPT 101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00	
		I-01/30/26	CONSUMPT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
		I-01/30/26	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00	
		I-01/30/26	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	0.00	
		I-01/30/26	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	38.56	
		I-01/30/26	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-01/30/26	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	14.30
		I-01/30/26	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	14.30
		I-01/30/26	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-01/30/26	CONSUMPT 101-4192-428-11	UTILITIES - P DEADWOOD-CITY GORDON PARK	000000	14.30
		I-01/30/26	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	66.72
		I-01/30/26	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	51.70
		I-01/30/26	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	292.59
		I-01/30/26	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.00
		I-01/30/26	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
01-0578	WATERS HARDWARE					
		I-14322	101-4192-425-07	REPAIRS - FIR REFLECTIVE HOUSE/FIRE HALL	000000	17.98
		I-14323	101-4192-425-14	REPAIRS - STR METALLIC SHARPIE/STREETS	000000	7.49
		I-14352	101-4192-425-09	REPAIRS - HAR RND WP BOX-EMT CONNECTOR/HARCC	000000	20.27
		I-14367	101-4192-425	REPAIRS BOLTS-SCREWS-JOIN BISCUIT/PB	000000	44.98
		I-14369	101-4192-425-09	REPAIRS - HAR NONMETTALIC WHIP-CIRC BREAKR/H	000000	86.98
		I-14375	101-4192-425-02	REPAIRS - ADA PVC COUPLING-RUN TRAP/AD MUS	000000	4.48
		I-14387	101-4192-426-02	SUPPLIES - AD 6 PK 40W LED BULBS/AD MUS	000000	15.99
		I-14469	101-4192-425-04	REPAIRS - CIT PENCIL-ERASER-STAIN FILLER/PD	000000	43.04
		I-14531	101-4192-426-04	SUPPLIES - CI FOAM BRUSH-POLYURETHANE/PD	000000	29.11
		I-14549	101-4192-425-14	REPAIRS - STR PEX STICK-THERM WIRE-BATT/STRT	000000	52.87
		I-14648	101-4192-425-04	REPAIRS - CIT BOLTS-SCREWS/CITY HALL	000000	6.47
		I-14667	101-4192-425-11	REPAIRS - PAR POLO PASSAGE KNOBE/PARKS	000000	19.99
		I-14710	101-4192-425-17	REPAIRS-DAYS HANDY BOX COVR-BLNK WP COVR/MU	000000	6.78
		I-14732	101-4192-425-13	REPAIRS - REC ALKALINE BATTERY/REC CENTER	000000	22.99
		I-14813	101-4192-426-17	SUPPLIES - DA BOLTS-SCREWS-FELT-KNIFE/76 MUS	000000	59.56
		I-14893	101-4192-426-13	SUPPLIES - RE PVC ELBOW-CPLG-PIPE/REC	000000	47.75
		I-14919	101-4192-426	SUPPLIES 16 PK ALKALINE AA BATTERY/PB	000000	22.99
		I-14965	101-4192-425-04	REPAIRS - CIT BOLTS-SCREWS/PD	000000	2.25
		I-14975	101-4192-425-13	REPAIRS - REC RED CPLG-SEALANT-ADAPT-PIPE/RE	000000	29.53
01-1230	INTERSTATE ALL BATTERY					
		I-1901001028006	101-4192-425-04	REPAIRS - CIT SLA1075 IB 12/CITY HALL	000000	56.16
		I-1901001028006	101-4192-425-01	REPAIRS - ADA PHO0015 IB 3/ADAMS HOUSE	000000	95.76
01-1626	SERVALL UNIFORM AND LIN					
		I-01/20/26	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1151257	000000	52.50
		I-01/20/26	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 151259	000000	51.59
		I-01/22/26	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1152456	000000	206.81
		I-01/22/26	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1152457	000000	302.19
		I-01/22/26	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1152455	000000	82.07
		I-01/22/26	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1152451	000000	50.85
		I-01/22/26	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1152452	000000	54.28

2/13/2026 11:52 AM
 PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
		I-01/22/26	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1152454	000000	105.74
		I-01/22/26	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1152453	000000	85.27
		I-02/03/26	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 1156452	000000	52.50
		I-02/03/26	INVOICES 101-4192-426-10	SUPPLIES - LI LIBRARY / 1156454	000000	51.59
		I-02/05/26	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 1157639	000000	206.81
		I-02/05/26	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 1157640	000000	302.19
		I-02/05/26	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 1157638	000000	82.07
		I-02/05/26	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 1157634	000000	50.85
		I-02/05/26	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 1157635	000000	54.28
		I-02/05/26	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 1157637	000000	105.74
		I-02/05/26	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY / 1157636	000000	85.27
01-2073	SDN COMMUNICATIONS					
		I-240452	101-4192-428-04	UTILITIES - C INTERNET SERVICES/CITY HAL	000000	648.00
		I-240452	101-4192-428-13	UTILITIES - R INTERNET SERVICES/REC CENT	000000	405.00
		I-240452	101-4192-428-10	UTILITIES - L INTERNET SERVICES/LIBRARY	000000	297.00
		I-240452	101-4192-428-07	UTILITIES - F INTERNET SERVICES/FIRE HALL	000000	297.00
		I-240452	101-4192-428-15	UTILITIES - T INTERNET SERVICES/TROLLEY BARN	000000	297.00
		I-240452	101-4192-428-14	UTILITIES - S INTERNET SERVICES/STREET SHOP	000000	297.00
		I-240452	101-4192-428-06	UTILITIES - D INTERNET SERVICES/GRANDSTANDS	000000	405.00
01-3151	KONE CHICAGO					
		I-871925962	101-4192-422-17	PROFESSIONAL- JANUARY ELEV MAINT/DAYS MUS	000000	212.74
01-3314	CENTURY BUSINESS PRODUC					
		I-838347	101-4192-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-3342	RASMUSSEN MECHANICAL SE					
		I-CON015196	101-4192-422-22	PROFESSIONAL- 2026 PREVENT MAINT/MT MORIAH	000000	1,284.00
		I-CON015196	101-4192-422-24	PROFESSIONAL 2026 PREVENT MAINT/OUTLAW SQ	000000	2,139.00
		I-CON015196	101-4192-422-11	PROFESSIONAL 2026 PREVENT MAINT/PARKS DEPT	000000	1,239.00
		I-CON015196	101-4192-422-14	PROFESSIONAL 2026 PREVENT MAINT/STREETS	000000	2,192.00
		I-CON015196	101-4192-422-13	PROFESSIONAL 2026 PREVENT MAINT/REC CENTER	000000	7,968.00
		I-CON015196	101-4192-422-19	PROFESSIONAL 2026 PREVENT MAINT/SOUTH GATEW	000000	1,268.00
		I-CON015196	101-4192-422-21	PROFESSIONAL 2026 PREVENT MAINT/WELCOME CEN	000000	4,629.00
		I-CON015196	101-4192-422-15	PROFESSIONAL 2026 PREVENT MAINT/TROLLEY BAR	000000	1,137.00
		I-CON015196	101-4192-422-18	PROFESSIONAL 2026 PREVENT MAINT/FERGUSON FI	000000	1,205.00
		I-CON015196	101-4192-422-01	PROFESSIONAL 2026 PREVENT MAINT/ADAMS HOUSE	000000	3,267.00
		I-CON015196	101-4192-422-02	PROFESSIONAL 2026 PREVENT MAINT/ADAMS MUSEU	000000	5,071.00
		I-CON015196	101-4192-422-04	PROFESSIONAL 2026 PREVENT MAINT/CITY HALL	000000	8,712.00
		I-CON015196	101-4192-422-10	PROFESSIONAL 2026 PREVENT MAINT/LIBRARY	000000	2,681.00
		I-CON015196	101-4192-422-06	PROFESSIONAL- 2026 PREVENT MAINT/DAYS OF 76	000000	2,414.00
		I-CON015196	101-4192-422-17	PROFESSIONAL- 2026 PREVENT MAINT/DAYS MUSEUM	000000	7,955.00
		I-CON015196	101-4192-422-07	PROFESSIONAL 2026 PREVENT MAINT/FIRE HALL	000000	2,927.00
		I-CON015196	101-4192-422-08	PROFESSIONAL- 2026 PREVENT MAINT/HISTORY	000000	2,428.00
		I-CON015196	101-4192-422-09	PROFESSIONAL 2026 PREVENT MAINT/HARRC	000000	9,149.00
		I-INV038796	101-4192-425-14	REPAIRS - STR MODULE, GAS DUAL STAGE/STRTS	000000	486.50
		I-SRV128839	101-4192-425-04	REPAIRS - CIT REPL BURNER ASSBLY/CITY HALL	000000	2,415.00

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3342	RASMUSSEN MECHANICAL SE	continued				
		I-SRV129466	101-4192-425-14	REPAIRS - STR MOVE GAS LINE FOR NEW DOOR/STR	000000	2,318.28
		I-SRV129823	101-4192-425-24	REPAIRS - OUT NEW HANGING HEATER GAZEBO/OSQ	000000	3,971.00
01-3838	BLUEPEAK					
		I-TELEPHONE 01/21/26	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	10.00
		I-TELEPHONE 01/21/26	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	580.69
		I-TELEPHONE 01/21/26	101-4192-428-07	UTILITIES - F FIRE HALL	000000	292.18
		I-TELEPHONE 01/21/26	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	256.57
		I-TELEPHONE 01/21/26	101-4192-428-10	UTILITIES - L LIBRARY	000000	249.44
		I-TELEPHONE 01/21/26	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	213.21
		I-TELEPHONE 01/21/26	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	82.99
		I-TELEPHONE 01/21/26	101-4192-428-14	UTILITIES - S STREET SHOP	000000	43.28
		I-TELEPHONE 01/21/26	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	165.98
01-3977	ACE HARDWARE OF LEAD					
		I-045104	101-4192-425-21	REPAIRS - WEL (3) BULB T8 G13 CW 24"/WELCOME	000000	26.97
		I-045110	101-4192-425-21	REPAIRS - WEL (2) T8 FLUORESCENT LAMP/WELCOM	000000	25.18
01-4057	VIEHAUSER ENTERPRISES,					
		I-62738	101-4192-426	SUPPLIES KNOXC-12 ASSA KEY TWIN 140/PB	000000	22.00
01-4625	FIB CREDIT CARDS					
		I-01/30/26 PUB BLDGS	101-4192-425-04	REPAIRS - CIT 13 GAL TRASH BAGS/CITY HALL	000000	16.73
		I-01/30/26 PUB BLDGS	101-4192-425	REPAIRS MODINE FAN MOTOR/PB SHOP	000000	229.99
		I-01/30/26 PUB BLDGS	101-4192-425-09	REPAIRS - HAR OEM CONTROL BRD/HARCC	000000	241.99
		I-01/30/26 PUB BLDGS	101-4192-425-04	REPAIRS - CIT SCHNEIDER DAMPER ACTUATOR/CITY	000000	259.98
		I-01/30/26 PUB BLDGS	101-4192-425-17	REPAIRS-DAYS MODINE LIMIT SWITCH/DAYS MUS	000000	18.88
		I-01/30/26 PUB BLDGS	101-4192-425-15	REPAIRS - TRO RADIATOR COOLANT OVERFLO/TROLL	000000	21.85
		I-01/30/26 PUB BLDGS	101-4192-425-01	REPAIRS - ADA FASCO 1/25HP MOTOR/ADAMS HOUSE	000000	239.30
		I-01/30/26 PUB WORKS	101-4192-425-17	REPAIRS-DAYS NORTEC /DAYS MUSEUM	000000	280.20
01-4711	AMAZON CAPITAL SERVICES					
		I-1L9G-JHMK-KLX7	101-4192-426	SUPPLIES COPIER PAPER	000000	17.14
		I-1LLD-61MF-PFVV	101-4192-426	SUPPLIES (2) POWER TOOL ORGANIZER/PB	000000	89.37
01-4944	QUADIENT FINANCE USA, I					
		I-2/11/26	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-5356	CED SPEARFISH					
		I-8170-1015942	101-4192-425-04	REPAIRS - CIT (6) 2X4 LED FLAT PNL/CITY HALL	000000	360.00
		I-8170-1016200	101-4192-425-11	REPAIRS - PAR (2) 120W 15600LMN WALLPACK/PAR	000000	461.64
01-5512	MEAD LUMBER					
		I-13111231	101-4192-425-14	REPAIRS - STR 2X4X8-2X12X10 STRUCT SELECT/ST	000000	200.06
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	118,859.20

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 PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 193 COMPUTER SERVICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-40002022	101-4193-422	PROFESSIONAL EML SECUR,BKUP,WKSTNS	000000	2,711.48
01-4296	ONSOLVE, LLC	I-15360197	101-4193-422	PROFESSIONAL CODE RED YRLY FEE - 2026	000000	1,605.00
01-4625	FIB CREDIT CARDS	I-FINANCECCD-1/30/26	101-4193-422	PROFESSIONAL RENEWAL FOR LAPTOP	000000	138.05
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 4,454.53
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,555.47
01-1331	SD MUNICIPAL LEAGUE	I-200004147	101-4210-427	TRAVEL DIST.10 ANN'L MTG- SHAFER	000000	25.00
01-1424	SOUTHSIDE SERVICE	I-63345	101-4210-425	REPAIRS R&R RADIATOR HOSE,ANTIFRZ - PD	000000	251.00
01-4202	AXON ENTERPRISE, INC.	I-INUS410302	101-4210-434	MACHINERY/EQU 7 IN-CAR CAMERA SYSTEM/YR 3-PD	000000	17,509.78
		I-INUS412147	101-4210-434	MACHINERY/EQU 17-BODY WORN CAMERAS/YR 3-PD	000000	20,450.16
01-4317	VIGILANT BUSINESS SOLUT	I-4364	101-4210-422	PROFESSIONAL PRE-EMPLYMT TESTING	000000	56.50
01-4625	FIB CREDIT CARDS	I-POLICE CCD-1/30/26	101-4210-427	TRAVEL FUEL TO PIERRE/IA TRAINING -PD	000000	31.00
		I-POLICE CCD-1/30/26	101-4210-427	TRAVEL FUEL TO PIERRE/IA TRAINING -PD	000000	43.04
		I-POLICE CCD-1/30/26	101-4210-422	PROFESSIONAL POSTAGE FEE - PD	000000	20.35
		I-POLICE CCD-1/30/26	101-4210-422	PROFESSIONAL POSTAGE FEE - PD	000000	21.65
		I-POLICE CCD-1/30/26	101-4210-422	PROFESSIONAL POSTAGE FEE - PD	000000	9.80
		I-POLICE CCD-1/30/26	101-4210-422	PROFESSIONAL POSTAGE FEE - PD	000000	22.35
					DEPARTMENT 210 POLICE	TOTAL: 52,996.10
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-0510	GOLDEN WEST TECHNOLOGIE	I-40002022	101-4221-422	PROFESSIONAL EML SECUR,BKUP,WKSTNS - FIRE	000000	190.00
01-0578	WATERS HARDWARE	I-14415	101-4221-426	SUPPLIES PUSH BROOM/TRK 4 - FD	000000	28.99
		I-14516	101-4221-425	REPAIRS BRUSH,PAINT,ENAMEL -TRK 4 /FD	000000	93.46

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1410	WESTERN COMMUNICATIONS,	I-23241	101-4221-426	SUPPLIES RADIO BATTERIES - FIRE DEPT	000000	216.44
01-1761	SD REDBOOK FUND	I-3210	101-4221-427	TRAVEL ONLINE FIRE TRAINING - FD	000000	30.00
01-2594	DEADWOOD FIRE DEPARTMEN	I-12/31/2025	101-4221-430	VOLUNTEER CAL 2025 PAY PER CALL PROJECT / FD	000000	48,429.00
01-3170	MED-TECH RESOURCE LLC	I-684114	101-4221-434	MACHINERY/EQU RIT RESCUE BAG - FIRE DPT	000000	4,188.00
01-4317	VIGILANT BUSINESS SOLUT	I-4400	101-4221-422	PROFESSIONAL SCREENING	000000	49.00
01-4326	IWORQ	I-214996	101-4221-422	PROFESSIONAL FIRE INSPECTION SOFTWARE	000000	3,250.00
01-4711	AMAZON CAPITAL SERVICES	I-14GH-GJGP-RLNR	101-4221-426	SUPPLIES WOODEN ORGANIZER - FIRE DPT	000000	102.95
		I-1HPH-XVR6-KJV9	101-4221-426	SUPPLIES METAL FILE CABINET - FIRE DPT	000000	264.98
01-5089	JERRY GREER'S AUTO SHOP	I-1-75245	101-4221-425	REPAIRS 2 TIRES - CASCADE TRAILER / FD	000000	248.86
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 57,764.57
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-1638	SD BUILDING OFFICIALS	I-200004145	101-4232-427	TRAVEL (3) ICC BLDG OFF TRAINING/BI	000000	255.00
01-5066	LOOKOUT PLAN + CODE CON	I-26009	101-4232-422	PROFESSIONAL PLAN REVIEW 12 DAKOTA ST/BI	000000	107.20
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,035.09
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,050.02
01-0578	WATERS HARDWARE	I-14304	101-4310-426	SUPPLIES 16 PK DIB AA ALK BATTERY/STRTS	000000	23.98
		I-14321	101-4310-426	SUPPLIES SS 3V COIN BATTERIES/STRTS	000000	3.99
		I-14634	101-4310-426	SUPPLIES 1 GAL DAWN DISH SOAP/STRTS	000000	24.99
		I-14832	101-4310-426	SUPPLIES BOLTS-SCREWS/STRTS	000000	7.00
		I-15021	101-4310-426	SUPPLIES SQUEEGEE-PENLIGHT-CRIMP/STRTS	000000	48.47

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0782	JACOBS PRECISION WELDIN					
		I-32479	101-4310-426	SUPPLIES ALUM PLATE 1/4"X 6"X20"/STRTS	000000	23.28
		I-32483	101-4310-425	REPAIRS SNOWPLOW WELD REPAIRS/STRTS	000000	210.00
		I-32487	101-4310-425	REPAIRS 1" ROUND BAR 24"/STRTS	000000	13.36
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0725270	101-4310-425	REPAIRS STEP ASSY/STRTS	000000	88.80
01-3314	CENTURY BUSINESS PRODUC					
		I-838347	101-4310-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-3956	ADAMS SALVAGE RECYCLING					
		I-4058	101-4310-422	PROFESSIONAL CAR TIRE/STRTS	000000	2.88
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-101703	101-4310-426	SUPPLIES HI-VIZ TSHIRTS-HOODIES/STRTS	000000	328.99
01-4625	FIB CREDIT CARDS					
		I-01/30/26 P&T	101-4310-426	SUPPLIES MARCOS PIZZA/STREETS	000000	83.00
		I-01/30/26 PUB BLDGS	101-4310-426	SUPPLIES HVY DUTY VISE/HARB FRT	000000	199.99
		I-01/30/26 PUB WORKS	101-4310-426	SUPPLIES HI-VIZ HOODIES/PARKS	000000	89.95
		I-01/30/26 PUB WORKS	101-4310-426	SUPPLIES HVY DUTY BENCH VISE/STRTS	000000	199.99
		I-FINANCECCD-1/30/26	101-4310-426	SUPPLIES MEETING	000000	29.20
01-4711	AMAZON CAPITAL SERVICES					
		I-1J6M-9DP7-GYNJ	101-4310-426	SUPPLIES LAMINATING SHTS LEDG-LTR/STR	000000	30.79
		I-1L9G-JHMK-KLX7	101-4310-426	SUPPLIES COPIER PAPER	000000	17.13
01-5278	DARK CANYON COFFEE					
		I-152972	101-4310-426	SUPPLIES HIGHLANDER GROGG COFFEE/STRTS	000000	32.95
01-5356	CED SPEARFISH					
		I-8170-1016098	101-4310-426	SUPPLIES LED READY STRIP-FLAT PANEL/STR	000000	360.00
01-5481	WESTERN PEAKS LOGISTICS					
		I-7108WPL-77697	101-4310-422	PROFESSIONAL BUTLER DELIVERY/STRTS	000000	16.34
					DEPARTMENT 310 STREETS	TOTAL: 6,939.30
01-5503	WEST RIVER SOLID WASTE					
		I-01/31/26 RES GARB	101-4320-422	PROFESSIONAL JANUARY RESIDENTIAL GARBAGE	000000	14,301.30
					DEPARTMENT 320 SANITATION	TOTAL: 14,301.30
01-0578	WATERS HARDWARE					
		I-5465/T	101-4370-426	SUPPLIES LAG SCREWS-FLAT WASH-CHAIN/OAK	000000	97.89
					DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL: 97.89

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 PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-905 - 2026	101-4520-423	PUBLISHING NTB - BALLFIELD LIGHTING PROJ.	000000	35.61
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,281.01
01-0467	CULLIGAN OF THE BLACK H	I-0025657	101-4520-426	SUPPLIES (5) 5 GAL BOTTLED WATER/PARKS	000000	36.25
01-0578	WATERS HARDWARE	I-14313	101-4520-426	SUPPLIES BOLTS-SCREWS/PARKS	000000	19.05
		I-14335	101-4520-426	SUPPLIES BOTS-SCREWS/PARKS	000000	28.71
		I-14533	101-4520-426	SUPPLIES DECK BRUSH-CLEANING BRUSH/PARK	000000	74.98
		I-14663	101-4520-425	REPAIRS BOTS-SCREWS/PARKS	000000	5.60
		I-15007	101-4520-426	SUPPLIES LQD GLUE-SPRING SNAP LINK/PARK	000000	25.95
		I-15018	101-4520-426	SUPPLIES 21 FT G30 CHAIN/PARKS	000000	104.79
		I-5466	101-4520-426	SUPPLIES 6 IN SAW CHAIN/PARKS	000000	29.99
01-0677	LAWSON PRODUCTS, INC.	I-9313190753	101-4520-426	SUPPLIES MISC PARTS-SCREWS-ETC/PARKS	000000	1,034.73
01-1567	TENNANT SALES & SERVICE	I-US90199277	101-4520-425	REPAIRS BRUSH SWP 45 L 08DR PYP SPL/PR	000000	479.00
01-1798	CHAINSAW CENTER/DAKOTA	I-1-2031296	101-4520-425	REPAIRS CHAIN PICO MICRO MINI/PARKS	000000	26.99
01-3314	CENTURY BUSINESS PRODUC	I-838347	101-4520-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-3974	HI-VIZ SAFETY WEAR, LLC	I-101702	101-4520-426	SUPPLIES HI-VIZ HOODIES-TSHIRTS/PARKS	000000	415.12
01-3977	ACE HARDWARE OF LEAD	I-045067	101-4520-426	SUPPLIES MIRROR HOLDER KIT/PARKS	000000	17.96
		I-045078	101-4520-426	SUPPLIES (4) MTR OIL SAE 30 4 CYCL/PARK	000000	27.32
		I-045083	101-4520-426	SUPPLIES (2) MTR OIL SAE 30 4 CYCL/PARK	000000	13.66
01-4711	AMAZON CAPITAL SERVICES	I-1J6M-9DP7-GYNJ	101-4520-426	SUPPLIES LAMINATING SHTS LEDG-LTR/PARKS	000000	30.80
		I-1L9G-JHMK-KLX7	101-4520-426	SUPPLIES HP/PZ OFFICE SUPPLIES	000000	17.14
01-5093	ARCHAEOLOGICAL RESEARCH	I-26-292	101-4520-422-01	PROF SERV- FE FEMA MONITORING -JAN-MAY 2025	000000	20,834.67
01-5278	DARK CANYON COFFEE	I-152879	101-4520-426	SUPPLIES HIGHLANDER GROGG COFFEE/PARKS	000000	65.90
DEPARTMENT 520 PARKS					TOTAL:	29,659.43

PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 640 PLANNING AND ZONING
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0418	BLACK HILLS PIONEER						
		I-101 - 2026	101-4640-423	PUBLISHING NOH-P&Z- CUP/BURNHAM AVE	000000	25.72	
		I-120 - 2026	101-4640-423	PUBLISHING ORD.# 1442 - DISALLOWED SIGNS	000000	101.39	
		I-170 - 2026	101-4640-423	PUBLISHING NOH-P&Z-CUP-21 SPRING ST	000000	24.73	
01-0433	WELLMARK BLUE CROSS BLU						
		I-02/01/26	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89	
01-1786	PETTY CASH/HISTORIC PRE						
		I-020926	101-4640-422	PROFESSIONAL PETTY CASH REIMBURSEMENT	000000	17.48	
01-3314	CENTURY BUSINESS PRODUC						
		I-838346	101-4640-422	PROFESSIONAL BILL PER. 11/9/2025 - 2/8/2026	000000	6.90	
		I-838347	101-4640-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20	
01-4625	FIB CREDIT CARDS						
		I-2926	101-4640-422	PROFESSIONAL PZ PROP. TRANSFER REPORTS	000000	184.59	
		I-2926	101-4640-422	PROFESSIONAL ROD - LOT AB-1, BLOCK II	000000	63.00	
01-4711	AMAZON CAPITAL SERVICES						
		I-1L9G-JHMK-KLX7	101-4640-426	SUPPLIES COPIER PAPER	000000	17.13	
DEPARTMENT 640 PLANNING AND ZONING						TOTAL:	1,168.03
FUND 101 GENERAL FUND						TOTAL:	297,341.26

PACKET: 07391 COMBINED - 2/18/26
VENDOR SET: 01
FUND : 206 LIBRARY FUND
DEPARTMENT: 550 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,345.78
01-1331	SD MUNICIPAL LEAGUE	I-200004147	206-4550-427	TRAVEL DIST.10 ANN'L MTG- PENK	000000	25.00
01-1562	MIDWEST TAPE, LLC	I-508387939-HOOPLA	206-4550-434	COLLECTION DE DIGITAL SERVICES - LIBRARY	000000	289.16
01-3493	OVERDRIVE	I-H-0121100	206-4550-429	TECHNOLOGY/HO LIBRARY PARTIC./MAINT.FEE	000000	375.00
		I-H-0121100	206-4550-434	COLLECTION DE LIBRARY PARTIC./FUTURE CONTENT	000000	1,125.00
01-4711	AMAZON CAPITAL SERVICES	I-1HPH-XVR6-J1P6	206-4550-426	SUPPLIES PAPER ROLL - LIBRARY	000000	47.90
		I-1Q4W-Q679-QJ9T	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	269.08
					DEPARTMENT 550 LIBRARY	TOTAL: 3,476.92
					FUND 206 LIBRARY FUND	TOTAL: 3,476.92

PACKET: 07391 COMBINED - 2/18/26
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA					
		I-539830	209-4510-426	SUPPLIES ONYX ADULT-YOUTH-INF VEST/REC	000000	290.60
		I-539864	209-4510-426	SUPPLIES CJ6 SPINEBOARD RESCUE SYST/REC	000000	599.27
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,603.00
01-1502	BLACK HILLS CHEMICAL					
		I-308809	209-4510-426	SUPPLIES WELL WIPES-TP-ROLL TOWEL/REC	000000	698.14
01-3151	KONE CHICAGO					
		I-871925961	209-4510-422	PROFESSIONAL JANUARY ELEV MAINT/REC CENTER	000000	204.55
01-3314	CENTURY BUSINESS PRODUC					
		I-838347	209-4510-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-4345	ULINE					
		I-203480120	209-4510-426	SUPPLIES 48"X25' DARK WINDOW TINT/REC	000000	252.82
01-4625	FIB CREDIT CARDS					
		I-01/30/26 PUB WORKS	209-4510-426	SUPPLIES CONCESSIONS/REC	000000	10.96
		I-01/30/26 PUB WORKS	209-4510-426	SUPPLIES CONCESSIONS/REC	000000	108.79
		I-01/30/26 PUB WORKS	209-4510-426	SUPPLIES CONCESSIONS/REC	000000	348.96
		I-01/30/26 PUB WORKS	209-4510-426	SUPPLIES 7 OZ PAPER CUPS/REC	000000	129.90
01-4711	AMAZON CAPITAL SERVICES					
		I-1D1M-CP61-QKV3	209-4510-426	SUPPLIES TRAIN MANIKIN CPR KIT/REC	000000	615.00
		I-1L9G-JHMK-KLX7	209-4510-426	SUPPLIES HP/PZ OFFICE SUPPLIES	000000	17.14
		I-1R4N-NQPR-N9CF	209-4510-426	SUPPLIES (8) BATH TOWELS 6 PACK/REC	000000	215.92
01-4946	CIVICPLUS LLC					
		I-355995	209-4510-422	PROFESSIONAL SPECIALTY SUBSITE SUBSC/REC	000000	1,732.50
					DEPARTMENT 510 REC CENTER	TOTAL: 8,881.75
01-0475	DEADWOOD CHAMBER & VISI					
		I-2/10/26	209-4980-422	PROFESSIONAL BILL LIST FOR 2/10/26 - B&B	000000	58,722.58
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 58,722.58
					FUND 209 BED & BOOZE FUND	TOTAL: 67,604.33

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0040	THE CENTER FOR WESTERN	I-2426	215-4572-235	VISITOR MGMT 2026 DAKOTA CON. SPONSOR	000000	750.00
01-0475	DEADWOOD CHAMBER & VISI	I-21026	215-4572-210	VISITOR MGMT HPC MARKETING	000000	32,184.48
01-0660	LEAD CHAMBER OF COMMERC	I-7125	215-4572-235	VISITOR MGMT SPONSOR 150TH FIREWORKS	000000	10,000.00
01-1786	PETTY CASH/HISTORIC PRE	I-020926	215-4572-235	VISITOR MGMT PETTY CASH REIMBURSEMENT	000000	49.50
01-4625	FIB CREDIT CARDS	I-01/30/26 PUB WORKS	215-4572-235	VISITOR MGMT MATERIAL FOR PUB ED EXHIBIT PD	000000	1,188.60
		I-2926	215-4572-235	VISITOR MGMT CHUCK COOKOFF FLAG - EBAY	000000	49.00
		I-2926	215-4572-235	VISITOR MGMT AM. CHUCKWAGON ASSOC. AD	000000	100.00
01-4711	AMAZON CAPITAL SERVICES	I-1TKM-3QMV-7M6M	215-4572-235	VISITOR MGMT TENNIS BALLS B.B. PRACTICE	000000	36.48
DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:						44,358.06
01-1786	PETTY CASH/HISTORIC PRE	I-020926	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSEMENT	000000	43.65
01-2014	TOMS, DON	I-12826	215-4573-335	HIST. INTERP. TAX RECORDS PROJECT	000000	600.00
01-4625	FIB CREDIT CARDS	I-2926	215-4573-325	HIST. INTERP. AM. CHUCKWAGON ASSOC.	000000	102.90
		I-2926	215-4573-325	HIST. INTERP. ANCESTRY.COM	000000	10.42
01-5388	DLT SOLUTIONS, LLC	I-5385319A	215-4573-325	HIST. INTERP. KEVIN K. AUTOCAD LT GOV RENEW	000000	520.62
DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:						1,277.59
01-0412	AMERICAN ENGINEERING TE	I-PJI-084736	215-4575-515	GRANT/LOAN RE 18 JEFFERSON MATERIALS TEST	000000	785.00
01-0429	BLACK HILLS ENERGY	I-POWER 01/28/26	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST - SENIOR CENTER	000000	36.61
		I-POWER 01/28/26	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00
01-0539	LEAD-DEADWOOD SANITARY	I-01/30/26 CONSUMPT	215-4575-505-05	142 SHERMAN S 142 SHERMAN ST SENIOR CENTER	000000	22.00

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5438	PONDEROSA BUILDERS LLC	I-1099	215-4575-515	GRANT/LOAN RE PAY APP #1 - 1099/HIST PRES	000000	60,000.00
01-5526	HGH CONSTRUCTION LLC	I-1.00	215-4575-505-04	85 CHARLES ST WINDOWS/DOORS 85 CHARLES	000000	52,003.74
		I-2.00	215-4575-505-04	85 CHARLES ST SIDING/PORCH 85 CHARLES	000000	32,729.60
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 145,591.95
01-0510	GOLDEN WEST TECHNOLOGIE	I-40002022	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-2394	GUNDERSON, PALMER, NELS	I-145956	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	800.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 1,815.00
01-0776	ALBERTSON ENGINEERING,	I-INV01260167	215-4577-755	CAPITAL ASSET 18 JEFFERSON RW	000000	1,200.00
		I-INV01260168	215-4577-755	CAPITAL ASSET 10 CENTENNIAL & 10 DENVER RW	000000	590.00
01-4721	TOWEY DESIGN GROUP INC.	I-25-046	215-4577-755	CAPITAL ASSET FREMONT ST RW	000000	2,029.50
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						O TOTAL: 3,819.50
01-0377	HOLIDAY INN EXPRESS-FOR	I-000	215-4641-427	TRAVEL TOURISM CON. DEADWOOD ALIVE	000000	573.00
		I-001	215-4641-427	TRAVEL TOURISM CON. MIKE RUNGE	000000	191.00
		I-002	215-4641-427	TRAVEL TOURISM CON. DEADWOOD ALIVE	000000	573.00
		I-003	215-4641-427	TRAVEL TOURISM CON. DEADWOOD ALIVE	000000	573.00
		I-004	215-4641-427	TRAVEL TOURISM CON. DEADWOOD ALIVE	000000	573.00
		I-005	215-4641-427	TRAVEL TOURISM CON. DEADWOOD ALIVE	000000	573.00
		I-006	215-4641-427	TRAVEL TOURISM CON. BONNY ANFINSON	000000	573.00
		I-007	215-4641-427	TRAVEL TOURISM CON. LEAH BLUE-JONES	000000	573.00
01-0433	WELLMARK BLUE CROSS BLU	I-02/01/26	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,266.56
01-1331	SD MUNICIPAL LEAGUE	I-200004147	215-4641-427	TRAVEL DIST.10 ANN'L MTG- KUCHENBECK	000000	25.00
01-1786	PETTY CASH/HISTORIC PRE	I-020926	215-4641-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	15.25
01-1827	MS MAIL					

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL		continued			
		I-15651	215-4641-423	PUBLISHING FEB. NEWSLETTER MAIL	000000	2,898.75
01-1838	RAMKOTA HOTEL					
		I-18317	215-4641-427	TRAVEL TOURISM CON. KEVIN K.	000000	426.00
		I-18318	215-4641-427	TRAVEL TOURISM CON. CHARLES EAGLESON	000000	426.00
		I-18322	215-4641-427	TRAVEL TOURISM CON. MOLLY BROWN	000000	568.00
		I-18323	215-4641-427	TRAVEL TOURISM CON. SHARON MARTINISKO	000000	426.00
		I-18324	215-4641-427	TRAVEL TOURISM CON. MAYOR CHARLIE	000000	426.00
		I-18325	215-4641-427	TRAVEL TOURISM CON. KENNEDY PENK	000000	426.00
		I-18326	215-4641-427	TRAVEL TOURISM CON. MIKE JOHNSON	000000	426.00
		I-18327	215-4641-427	TRAVEL TOURISM CON. DIANA WILLIAMS	000000	426.00
		I-18328	215-4641-427	TRAVEL TOURISM CON. JESSICCA MCKEOWN	000000	426.00
		I-18329	215-4641-427	TRAVEL TOURISM CON. JESSE ALLEN	000000	426.00
01-3223	QUICKTROPHY, LLC					
		I-137833	215-4641-426	SUPPLIES NAME TAGS 3 EMPLOYEES	000000	31.26
01-3314	CENTURY BUSINESS PRODUC					
		I-838347	215-4641-428	UTILITIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-4625	FIB CREDIT CARDS					
		I-2926	215-4641-422	PROFESSIONAL MICROSOFT AZURE	000000	320.46
		I-FINANCECCD-1/30/26	215-4641-427	TRAVEL PIERRE - MEALS	000000	211.00
		I-FINANCECCD-1/30/26	215-4641-427	TRAVEL PIERRE - FUEL	000000	51.50
01-4711	AMAZON CAPITAL SERVICES					
		I-1L9G-JHMK-KLX7	215-4641-428	UTILITIES HP/PZ OFFICE SUPPLIES	000000	117.39
01-5052	AVID4 ENGINEERING					
		I-23-123.28	215-4641-422	PROFESSIONAL PROF. SERVICES/TROLLEY TRACK	000000	362.50
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 15,957.87
					FUND 215 HISTORIC PRESERVATION	TOTAL: 212,819.97

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0558	NHS OF THE BLACK HILLS	I-2026-1	216-4653-422	PROFESSIONAL SERVICE CONTRACT 1/26	000000	4,958.25
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	4,958.25
				FUND 216 REVOLVING LOAN	TOTAL:	4,958.25

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 01/28/26	602-4330-428	UTILITIES 101 PALISADES STO WATER BOOS	000000	110.20
		I-POWER 01/28/26	602-4330-428	UTILITIES 102 WATER TANK LANE	000000	17.00
		I-POWER 01/28/26	602-4330-428	UTILITIES PUMP 119 DENVER AVE	000000	961.98
		I-POWER 01/28/26	602-4330-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	344.87
		I-POWER 01/28/26	602-4330-428	UTILITIES PRV 180 CLIFF ST	000000	121.41
		I-POWER 01/28/26	602-4330-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	214.20
		I-POWER 01/28/26	602-4330-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	257.27
		I-POWER 01/28/26	602-4330-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	177.93
		I-POWER 01/28/26	602-4330-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	298.94
		I-POWER 01/28/26	602-4330-428	UTILITIES PUMP 50 PLEASANT ST	000000	47.17
		I-POWER 01/28/26	602-4330-428	UTILITIES SAMPSON ST PUMP 8 1/2 SAMPSON	000000	19.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,005.11
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-40002022	602-4330-422	PROFESSIONAL 1 WKSTATION - FIRE DPT	000000	8.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-01/30/26 EQR	602-4330-422	PROFESSIONAL FEBRUARY EQR/WATER	000000	20,767.20
01-0578	WATERS HARDWARE					
		I-14314	602-4330-426	SUPPLIES (2) MAGNETIC CLIPS/WATER	000000	19.98
		I-14337	602-4330-425	REPAIRS SPEC MIX TYPE S/WATER	000000	12.99
		I-14460	602-4330-426	SUPPLIES PACKOUT LO PRO ORGANIZER/WATR	000000	54.99
		I-14479	602-4330-425	REPAIRS 2" HANDI HOOK MAGNET/WATER	000000	7.99
		I-14513	602-4330-425	REPAIRS HOLE SAW-DOZER HOLE SAW/WTR	000000	37.98
		I-14548	602-4330-425	REPAIRS 2 GAL WET-DRY VAC-BATTERY/WTR	000000	319.98
		I-14569	602-4330-426	SUPPLIES 4IN FLOAT MOUNT NBR/WATER	000000	24.57
		I-14586	602-4330-426	SUPPLIES BLU STRIPING PAINT/WATER	000000	12.99
		I-14627	602-4330-426	SUPPLIES 8 OZ ANTI SEIZE LUBRICANT/WATE	000000	13.99
		I-14664	602-4330-425	REPAIRS BOLTS-SCREWS/WATER	000000	15.12
		I-14725	602-4330-426	SUPPLIES RND RING BINDER-FINE SHARPIE/W	000000	19.48
		I-14757	602-4330-426	SUPPLIES (2) INDEX DIVIDERS/WATER	000000	2.98
		I-14851	602-4330-425	REPAIRS LEATHERMAN ARC MULTI TOOL/WTR	000000	249.99
		I-14857	602-4330-426	SUPPLIES HIGH POWER ANGLE BROOM/WATER	000000	21.99
		I-14982	602-4330-426	SUPPLIES LED RED PARTY BULB/WATER	000000	7.49
01-1235	BADGER METER, INC.					
		I-80223342	602-4330-422	PROFESSIONAL JAN BEACON MBL HOSTING/WATER	000000	178.50
01-1331	SD MUNICIPAL LEAGUE					
		I-200004147	602-4330-427	TRAVEL DIST.10 ANN'L MTG- STALDER	000000	25.00
01-1424	SOUTHSIDE SERVICE					
		I-8636	602-4330-425	REPAIRS TIRE REPAIR/WATER	000000	45.00
01-1594	WESTERN DAKOTA TECH					

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1594	WESTERN DAKOTA TECH			continued		
		I-CE2025-149	602-4330-422	PROFESSIONAL CL B AUTO CDL TRAIN-TEST/WATER	000000	800.00
01-3314	CENTURY BUSINESS PRODUC					
		I-838347	602-4330-426	SUPPLIES BILL PERIOD 1/9 - 2/8/2026	000000	54.20
01-3974	HI-VIZ SAFETY WEAR, LLC					
		I-101703	602-4330-426	SUPPLIES HI-VIZ TSHIRTS-HOODIES/WATER	000000	329.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-4364	602-4330-422	PROFESSIONAL PRE-EMPLYMT TESTING	000000	89.00
		I-4400	602-4330-422	PROFESSIONAL SCREENING	000000	78.25
01-4711	AMAZON CAPITAL SERVICES					
		I-1J6M-9DP7-GYNJ	602-4330-426	SUPPLIES LAMINATING SHTS LEDG-LTR/WTR	000000	30.79
		I-1L9G-JHMK-KLX7	602-4330-426	SUPPLIES COPIER PAPER	000000	17.13
01-4721	TOWEY DESIGN GROUP INC.					
		I-26-1578	602-4330-433-01	CIP-HIWAY 85 HWY 85 DRINK WATER EXP PROJ	000000	2,794.00
01-5278	DARK CANYON COFFEE					
		I-152972	602-4330-426	SUPPLIES HIGHLANDER GROGG COFFEE/WATER	000000	32.95
01-5527	FIREHOSEDIRECT					
		I-S215710	602-4330-426	SUPPLIES (2) FIRE HOSE RAMPS/WATER	000000	929.26
					DEPARTMENT 330 WATER	TOTAL: 31,575.87
					FUND 602 WATER FUND	TOTAL: 31,575.87

PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 607 HISTORIC CEMETERIES
 DEPARTMENT: 580 HISTORIC CEMETERIES
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-904 - 2026	607-4580-423	PUBLISHING & NTB - MT.MORIAH IMPROVEMTS	000000	34.72
01-3838	BLUEPEAK	I-PHONE 01/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 7801	000000	164.78
		I-PHONE 01/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 5801	000000	50.47
		I-PHONE 01/21/26 MM	607-4580-428	UTILITIES TELEPHONE - ACCT 6501	000000	135.57
01-4625	FIB CREDIT CARDS	I-2926	607-4580-422	PROFESSIONAL MICROSOFT AZURE	000000	320.47
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	706.01
FUND 607 HISTORIC CEMETERIES					TOTAL:	706.01

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-142788	610-4360-423	PUBLISHING PKG FUND GRANT-PROSPECTOR AD	000000	180.00
		I-142917	610-4360-423	PUBLISHING PKNG FUND GRANT AD	000000	120.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,928.44
01-3775	LUX, JUSTIN					
		I-02/04/26	610-4360-427	TRAVEL FUEL REIMBSMT - PIERRE /P&T	000000	28.19
01-4766	IPS GROUP INC					
		I-INV121347	610-4360-422-02	PROFESSIONAL JAN CC-GATEWAY WIRE FEES/P&T	000000	1,599.67
		I-INV121482	610-4360-422	PROFESSIONAL JANUARY PEMS-PTMS FEES/P&T	000000	5,851.13
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						12,707.43
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,350.25
01-0578	WATERS HARDWARE					
		I-14910	610-4361-426	SUPPLIES TRASH BAGS/TROLLEY	000000	12.98
01-1354	INLAND TRUCK PARTS & SE					
		I-IN-1943600	610-4361-426	SUPPLIES AIR CYLINDER W/PIN KIT/TROLLEY	000000	439.52
		I-IN-1943611	610-4361-426	SUPPLIES ELEC SOLENOID VALVE 4WAY/TROLL	000000	240.08
01-1503	BLACK HILLS SPECIAL SER					
		I-40775	610-4361-422	PROFESSIONAL JANUARY CLEANING/TROLLEY	000000	1,050.00
01-4180	WEST TIRE ALIGNMENT					
		I-6497	610-4361-426	SUPPLIES (6) LUG NUTS/TROLLEY	000000	63.18
01-4625	FIB CREDIT CARDS					
		I-01/30/26 PUB BLDGS	610-4361-426	SUPPLIES LUG NUT COVER-EXTEND/TROLLEY	000000	49.99
		I-2926	610-4361-422	PROFESSIONAL MICROSOFT AZURE	000000	320.46
		I-FINANCECCD-1/30/26	610-4361-427	TRAVEL WATER FOR TROLLEY	000000	65.64
		I-FINANCECCD-1/30/26	610-4361-427	TRAVEL WATER FOR TROLLEY	000000	82.05
01-4857	VERIZON CONNECT					
		I-624000068431	610-4361-422	PROFESSIONAL JANUARY TRACK-VIDEO/TROLLEY	000000	219.75
01-5052	AVID4 ENGINEERING					
		I-23-123.28	610-4361-422	PROFESSIONAL PROF. SERVICES/TROLLEY TRACK	000000	72.50
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						4,966.40

01-0429 BLACK HILLS ENERGY

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 01/28/26	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	33.35
01-0433	WELLMARK BLUE CROSS BLU					
		I-02/01/26	610-4362-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	672.89
01-3151	KONE CHICAGO					
		I-871925961	610-4362-422	PROFESSIONAL JANUARY ELEV MAINT/RAMP	000000	204.56
01-3838	BLUEPEAK					
		I-TELEPHONE 01/21/26	610-4362-428	UTILITIES PARKING RAMP	000000	182.20
					DEPARTMENT 362 BROADWAY GARAGE	TOTAL: 1,093.00
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 18,766.83

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-1/29/26-SNOWCROSS	720-4000-429	OTHER SNOWCROSS REFUND	000000	2,350.00
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	2,350.00

FUND 720 DEPOSITS HELD					TOTAL:	2,350.00

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL CITY SLOT PAYMENT

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-02/11/26	723-4000-429	OTHER CITY SLOTS- PYMT 8, YR 2	000000	32,386.36
					DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:	32,386.36
					FUND 723 NICKEL CITY SLOT PAYMENT TOTAL:	32,386.36

PACKET: 07391 COMBINED - 2/18/26
 VENDOR SET: 01
 FUND : 728 TIF # 13 - WJP HOLDINGS
 DEPARTMENT: 000 NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5357	SD HOUSING DEVELOPMENT					
		I-#CHDP201075-TIF#13	728-4000-429	OTHER #CHDP201075 - TIF #13	000000	4,476.98
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	4,476.98
FUND 728 TIF # 13 - WJP HOLDINGS					TOTAL:	4,476.98

PACKET: 07391 COMBINED - 2/18/26

VENDOR SET: 01

Section 4 Item a.

FUND : 729 TIF # 14 - TRD, LLC RIDGE

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-12/31/25TIF#14DSL	729-2020	ACCOUNTS PAYA TIF #14 DISSOLVE	000000	4,989.93
01-0826	LAWRENCE CO. AUDITOR					
		I-12/31/25TIF#14DSL	729-2020	ACCOUNTS PAYA TIF #14 DISSOLVE	000000	33,682.00
01-1743	LEAD-DEADWOOD SCHOOL DI					
		I-12/31/25-TIF#14DIS	729-2020	ACCOUNTS PAYA TIF #14 DISSOLVE	000000	61,126.58
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	99,798.51
				FUND 729 TIF # 14 - TRD, LLC RIDGE	TOTAL:	99,798.51
					REPORT GRAND TOTAL:	776,261.29



Deadwood Volunteer Fire Department

737 Main Steet

Deadwood, SD 57732-1015

Phone 605-578-1212 Fax 605-578-1190

To: Mayor Struble-Mook and Deadwood City Commissioners

From: Deadwood Volunteer Fire Department

Date: February 9, 2026

Subject: Yearly Pay Per Call Statistics

The Fire Department is submitting the annual review of our Pay Per Call system, covering from January 1, 2025, through December 31, 2025.

Incidents totaled 166 with individual response hours of 1471.50, total dollars at \$32, 373.00. Training hours for the year totaled 2007, total dollars at \$16,056.00. The total for the year is \$48, 429.00 which the Fire Department is requesting for the Pay Per Call project.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Joel Ellis".

Joel Ellis
Fire Chief



Deadwood Volunteer Fire Department

737 Main Steet

Deadwood, SD 57732-1015

Phone 605-578-1212 Fax 605-578-1190

To: Mayor Struble-Mook and Deadwood City Commissioners

From: Deadwood Volunteer Fire Department

Date: February 4, 2026

Subject: Year-end Report for January 1, 2025 to December 31, 2025

The Deadwood Volunteer Fire Department would like to respectfully submit the following year-end report for the Calendar Year 2025. On December 31, 2025 the Deadwood Volunteer Fire Department had 34 members. Below is a listing of hours our firefighters donated during the 2025 calendar year to the community.

Training and Education

Hours Spent Training	2007 hours
Hours Spent in Community Activities	2009 hours

INCIDENTS DURING 2025 (166 INCIDENTS)

Cancelled Calls	6	4%
Fire Alarm (false)	77	47%
Fire (Non structure)	3	2%
Hazard Calls	19	10%
Medical Assist	2	1%
Rescue Calls	5	3%
Service Calls	35	22%
Severe Weather	0	0%
Structure Fires	7	4%
Vehicle Accidents	11	6%
Vehicle Fires	1	1%
Wild Land Fires	0	0%

147 calls or 89% of all incidents were in Deadwood

19 calls or 11% of all incidents were out of the city limits

An average of 7 Volunteers responded per call

166 incidents and 1471.50 Volunteer Hours on incidents alone

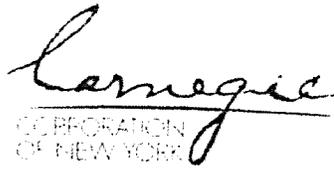
In an effort to encourage physical fitness our department implemented in May 2008 incentives for any exercise and health benefit training that is done on firefighter's personal time. In 2025 our firefighters had 686 hours of physical fitness training that was reported.

2025 Statistics	
1471.50 Hours of Incident Response	x \$26.74 = \$39,347.91 (National Average \$26.74/Hr)
2007 Hours in Training/Education	x \$26.74 = \$53,667.18
2009 Hours in Community Activities	<u>x \$26.74 = \$53,720.66</u>
5405.5 Total Volunteer Hours	\$146,735.75

Respectfully Submitted,



Joel Ellis
Fire Chief



January 16, 2026

Kennedy Penk, Director
Deadwood Public Library
435 Williams Street
Deadwood, SD 57732

Dear Deadwood Public Library,

It gives me great pleasure to enclose this check from Carnegie Corporation of New York in celebration of the 250th anniversary of the Declaration of Independence. Andrew Carnegie wrote that libraries are “cradles of democracy” and it has been truly inspiring to hear accounts from across America of how the 1350-plus surviving Carnegie Libraries are serving their communities today.

This gift is freely given without conditions or expectations, you can spend it however you choose for the benefit of your library and community in commemoration of the 250th anniversary.

The response we have had to our renewed focus on libraries has been overwhelming and overwhelmingly positive. At a time of unprecedented strain to our social cohesion, libraries are among the few public institutions which play a genuinely unifying role. Thank you for all the good work you are doing.

With best regards,

A handwritten signature in dark ink, appearing to read "Louise Richardson".

Dame Louise Richardson
President, Carnegie Corporation of New York

**COMMUNITY ACCESS GRANT AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF DEADWOOD**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Deadwood, South Dakota, referred to in this Agreement as the "CITY."

1. HIGHWAY PROJECT:

- A. The CITY wants to construct or reconstruct a public highway described as follows:
 - i. Project Number: CA 026B PCN 0AE9.
 - ii. A public highway for community access, referred to in this Agreement as the "PROJECT," located on Crescent Street.
 - iii. The work will consist of roadway reconstruction to include excavation, sidewalk, storm sewer, base course, asphalt surfacing, curb/gutter, and water/sewer.
 - iv. The CITY'S estimate for the total cost of the PROJECT is \$1,375,000.
- B. The STATE has funding available for the cost of constructing the PROJECT.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

2. TERM

- A. The STATE issued a letter on 12/18/2025, notifying the CITY of the award of the Community Access Grant. This Agreement is effective on the date of the letter of award, which is attached to this Agreement as **Exhibit 4** and incorporated herein by this reference.
- B. This Agreement will become effective on the date of last signature. The CITY will complete the work contemplated by this Agreement no later than 04/01/2029.

3. PROJECT PLANNING AND CONSTRUCTION

- A. The CITY will provide any necessary public right-of-way for the PROJECT at the CITY'S sole expense. Right-of-way costs will not be eligible for funding disbursements under this Agreement.
- B. The CITY will obtain any required environmental clearances for the PROJECT at the CITY'S sole expense. Environmental costs will not be eligible for funding disbursements under this Agreement.
- C. The CITY will dedicate to public use the PROJECT'S roadway and right-of-way.
- D. The CITY will at all times maintain the PROJECT as a public street.
- E. The CITY will, at the CITY'S sole expense, obtain construction plans, specifications, and estimates for the PROJECT. The CITY will submit the plans, specifications and estimates to the STATE for the STATE'S review and comment two (2) months prior to advertising the PROJECT for bids. The CITY will not proceed with advertising the PROJECT bid-letting until the CITY has received written notification from the STATE that all the STATE'S comments on the PROJECT have been addressed to the STATE'S satisfaction.

- F. The CITY will manage and supervise the bid letting and construction of the PROJECT.
- G. The CITY will, at the CITY'S sole expense, advertise and conduct the bid-letting for the construction contract for the PROJECT. The CITY will not award the construction contract unless the STATE has concurred in writing to the award of the contract.
- H. Construction costs will be ineligible for funding disbursements if the costs are the result of a construction change order that exceeds the scope of work in the contract as originally awarded or if the costs are determined by the STATE to be unnecessary, unreasonable, or inconsistent with the requirements of the construction contract.

4. FINANCING THE PROJECT

- A. The CITY will pay all costs associated with the PROJECT directly to any consultants and to the construction contractor.
- B. The STATE may deny funding for any PROJECT construction costs incurred in violation of any terms or conditions of this Agreement.
- C. The parties will share costs for eligible PROJECT construction costs as follows. The STATE will be responsible for eighty percent (80%) of eligible PROJECT construction costs but not more than Six Hundred Thousand Dollars (\$600,000), referred to as the "STATE'S SHARE." The CITY will be responsible for the remaining twenty percent (20%) of eligible PROJECT construction costs and one hundred percent (100%) responsible for all ineligible PROJECT construction costs and all PROJECT construction costs exceeding Seven Hundred Fifty Thousand Dollars (\$750,000), referred to in this Agreement as the "CITY'S SHARE."
- D. Upon receipt of copies of the signed construction contract between the CITY and the contractor, the STATE will issue payment to the CITY for seventy-five percent (75%) of the STATE'S SHARE of the eligible costs of construction for the PROJECT. Upon completion of construction of the PROJECT, the CITY will provide the STATE with all construction change orders, pay estimates, and final close out documentation, including a certification by a registered professional engineer that the PROJECT is complete and in conformance with the requirements of the contract. Upon receipt of all such documentation, the STATE will issue payment to the CITY for any remaining portion of the STATE'S SHARE of eligible PROJECT construction costs. If the STATE'S SHARE of eligible PROJECT construction costs is less than the funding advance made by the STATE, then the CITY will reimburse the STATE for the difference between the funding advance and the STATE'S SHARE of eligible PROJECT construction costs.

5. SUBCONTRACTING

The CITY will include provisions in the CITY'S subcontracts requiring the CITY'S subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The CITY will cause the CITY'S subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

6. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. INDEMINIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

8. INSURANCE

If the CITY will be performing any construction activities, the CITY will be required to furnish to the STATE the following certificates of insurance, before any construction activities begin, and assure that the insurance is in effect for the life of this Agreement:

A. Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than \$2,000,000.00.

B. Business Automobile Liability Insurance:

The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers' Compensation Insurance:

The CITY will procure and maintain workers' compensation and employers' liability coverage as required by South Dakota law.

9. AUDIT

All PROJECT charges will be subject to audit by the STATE. The CITY and the CITY'S subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

10. EXAMINATION OF RECORDS

Upon reasonable notice, the CITY and the CITY'S subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

11. CIVIL RIGHTS ACT

The CITY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit 1**.

12. AMERICAN DISABILITIES ACT

The CITY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.

13. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

14. TERMINATION

The STATE may terminate this Agreement upon ten days' notice to the CITY. If the STATE terminates this Agreement due to the CITY'S breach, then any payments owed to the CITY at the time of termination may be adjusted to cover any additional costs to the STATE because of the CITY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of CITY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the CITY, then the CITY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount.

15. COMPLIANCE WITH LAWS

- A. The CITY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY must procure all licenses, permits, or other right necessary for the fulfillment of its obligations under this Agreement.
- B. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- C. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- D. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
- E. The CITY will comply with all requirements imposed by South Dakota Codified Law (SDCL) § 1-56-10. The CITY has signed "State of South Dakota Grant Recipient or Subrecipient Attestation" to this effect, which is attached as **Exhibit 2** and made a part of this Agreement.

16. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

17. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

18. SIGNATURE AUTHORITY

The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit 3**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Deadwood, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: Program Manager,
Office of Administration

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

EXHIBIT 1

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

EXHIBIT 2

State of South Dakota Grant Recipient or Subrecipient Attestation

By completing this form, you, the recipient or subrecipient, attest to meeting the following requirements per SDCL § 1-56-10:

- (1) A conflict of interest policy is enforced within the recipient's or subrecipient's organization;
- (2) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or subrecipient's website;
- (3) An effective internal control system is employed by the recipient's or subrecipient's organization; and
- (4) If applicable, the recipient or subrecipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or subrecipient's website.

If you, the recipient or subrecipient, have concerns regarding the requirements listed above, please contact your state agency representative before signing this form.

Printed Name of Person Completing Form: _____

Printed Title of Person Completing Form: _____

Signature of Person Completing Form: _____

Date: _____



Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

December 18, 2025

The Honorable Charlie Struble-Mook
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mayor Struble-Mook,

I am pleased to inform you that the Transportation Commission approved grant funding to the City of Deadwood for \$600,000 in Community Access Funds. These funds are designated to be used to assist in the improvement of Crescent Street which serves the rodeo grounds.

The Department of Transportation's Office of Administration will be contacting you regarding the project agreement that will need to be executed by both parties. Please coordinate obtaining the necessary contract and other project agreement documents with them. Finally, if there is anything they can do to help expedite the project to completion, please communicate those opportunities with them.

Congratulations on the grant award and we look forward to working with you on your project!

Sincerely,

A handwritten signature in blue ink that reads "Joel Jundt". The signature is written in a cursive style.

Joel Jundt
Secretary Department of Transportation

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the "Alliance."

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. At no time shall any Member be allowed more than one representative on the Board of Directors.
 - e. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.

This provision shall not supersede Article V, Paragraph 2 (d).

4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.

This provision shall not supersede Article V, Paragraph 2 (d).

5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 6 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.
6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium.
8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

Anything contained in this Agreement to the contrary notwithstanding, a Member's election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member unless the claim was reported prior to the withdrawal of the Member's participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

The Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member's period of participation. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the Alliance.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.
4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.

- 11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
- 12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.
- 13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
- 14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the ____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Name of Entity: City of Deadwood

By: _____

By:  _____

PRINT NAME: _____

TITLE: Executive Director

TITLE: _____

ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
21 ELECTRIC LLC RE: DEADWOOD BALLFIELDS LIGHTING UPGRADE**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and 21 Electric LLC with its principal place of business located at 48 Government Valley Road, Sundance, WY, hereinafter referred to as “CONTRACTOR;”

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the replacement of all CITY rodeo, baseball and football fields (hereinafter “Ballfields”) lighting, poles, and controls in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

WHEREAS, CITY is the owner of the Ballfields;

WHEREAS, CITY has accepted the bid proposal from CONTRACTOR and provides compensation in the amount of Five Hundred Thirty Thousand Five Hundred Ninety Five and 00/100 Dollars (\$530,595.00) upon the following terms and conditions:

WHEREAS, for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall replace all Deadwood Ballfields lighting, poles, and controls;
3. CONTRACTOR shall be responsible for all applicable permitting;

4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
6. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
7. CONTRACTOR shall be responsible for any damages to any utilities caused by its project operations;
8. Requirements for payment schedule, change order documentation and approval are responsibility of the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90-day limit in which construction is not completed.
9. CONTRACTOR shall fully execute the work described in the Contract Documents;
10. Final payment, constituting the remaining unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by CITY;
11. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by the CITY before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or

services performed or materials provided pursuant to this Agreement.

- 12. OWNER agrees to indemnify and hold harmless CITY and any of its officers agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney’s fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2026.

CITY OF DEADWOOD

By: _____
Charlie Struble Mook, Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2026.

21 Electric LLC

By: _____

Its: President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2026, before me, the undersigned officer, personally appeared _____, the owner of 21 Electric LLC and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____



Section 6 Item j.
Purchase Sales Order Agreement

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com >>> CALL 1.800.529.1950

Order Number _____

Date 2/9/2026

Account Number _____

Customer Segment City, County, Pub Schools

PHONE #: -605

Email: lornie@cityofdeadwood.com

BILL TO: City of Deadwood Water Department

SHIP TO: City of Deadwood Water Department

67 Dunlap Ave

67 Dunlap Ave

Deadwood, SD 57732

Deadwood, SD 57732

Salesperson	Terms	Customer PO #	Order Date	Requested Delivery Date
Andrew Pribyl	Lease		2/9/2026	

Quantity	Item #	Description	Unit Price	Amount
1	MZ2501ci	Kyocera TASKalfa MZ2501ci		\$89.44/m
1	DP-7160	320 Sheet DSDP		
1	IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band) <3>		
1	855D200916	Copier Cabinet Stand		
1	TK-8467Y	Yellow Toner Approx. 20K Yield @ 5% Coverage		
1	TK-8467M	Magenta Toner Approx. 20K Yield @ 5% Coverage		
1	TK-8467K	Black Toner Approx. 30K Yield @ 5% Coverage		
1	TK-8467C	Cyan Toner Approx. 20K Yield @ 5% Coverage		
1	512FLASH	Flash Drive for Backups		
1	PP15	15 Amp Surge Protector		
Notes			SUBTOTAL	\$89.44/m

A 3% fee applies when using a credit card for payment.

Lease Information		Software Support Agreement	
Lease Company	CBL	Billing Cycle	_____
Lease Term	60	Amount	_____
Lease Type (FMV or \$1)	FMV	BG Category	_____

The Customer agrees to purchase/lease the above listed equipment and/or software at the above listed amount. The Customer also acknowledges that he/she has read this agreement, understands and agrees to be bound by its terms, certify that he/she is authorized to sign and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

ACCEPTANCE

CUSTOMER		DEALER	
Signature _____	Signature _____	Signature _____	Signature _____
Printed Name _____	Printed Name _____	Printed Name _____	Printed Name _____
Title _____	Title _____	Date _____	Date _____
Date _____	Date _____	Date _____	Date _____



SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com >>> CALL 1.800.529.1950

The following terms and conditions shall apply to any equipment/software sold or maintenance services provided to Customer under this Agreement:

- 1. Acceptance.** The product(s) will be deemed to have been accepted on the date of delivery.
- 2. Title and Security Interest.** Century Business Products (CBP) shall retain title to the Equipment/Software listed on the previous page until purchase price is paid in full. Until title to Customer, CBP shall have a purchase money security interest in the Equipment/Software, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer shall keep the Equipment/Software in good order and repair/maintain until the purchase price has been paid in full and promptly pay all taxes and assessments upon the Equipment/Software or use of the Equipment/Software.
- 3. Risk of Loss.** Risk of loss or damage to the Equipment/Software shall pass to Customer upon delivery of the Equipment/Software (regardless of whether the purchase price has been paid in full. Confiscation or destruction of, or damage to, the Equipment/Software shall not in any way effect the liability of Customer to pay the purchase price in full.
- 4. Payment.** Customer agrees to pay the purchase price for the Equipment/Software listed on the reverse side. The purchase shall be due thirty (30) days from installation. There added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder.

If the Customer fails to pay any charges when due and payable, Customer agrees that CBP will have the right and Customer will pay a late payment charge of 1.5% per month, but excess of the lawful maximum, on the unpaid balance.
- 5. Cancellation.** Customer may, prior to the installation date requested in this Agreement, cancel installation of any equipment/software, provided that CBP receives written notice thirty (30) days before such installation date.
- 6. Termination.** CBP shall have the right to terminate this Agreement upon the occurrence of any one of the following:
 - a. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of CBP, such consent not to be unreasonably withheld. The word 'assign' includes without limiting the generality thereof, the transfer of a majority interest in Customer, or
 - b. Customer shall neglect or fail to perform or observe any of its existing or future obligations to CBP, including without limiting the generality thereof, the timely payment of any CBP, or
 - c. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of property, or if Customer is adjudicated as bankrupt.
- 7. Notices.** All notices given by either party to the other under this Agreement shall be in writing.
- 8. Damages.** In no event shall CBP be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product covered by this agreement.
- 9. Governing Law.** This contract shall be governed by and construed according to the laws of the State of South Dakota.
- 10. Modifications.** This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
- 11. Assignment.** This Agreement is not assignable by Customer without written permission from CBP, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

12. Miscellaneous. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer purchase order form in connection with the ordering of the Equipment/Software, such order will be governed by the terms of this Agreement and any provision of such order for any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. CBP's acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by CBP or its agents or employees in the fulfillment of this sale shall be the property of CBP and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.



LEASE AGREEMENT

Agreement No. _____

Customer No. _____

Section 6 Item j.

LESSEE:		SUPPLIER:	
Legal Name	City of Deadwood Water Department	Name	Century Business Products, Inc.
Billing Address	67 Dunlap Ave	Address	PO Box 1838
City, State, Zip	Deadwood, SD 57732	Address	1011 E 15th Street
Phone	605	Tax ID	
Equipment Location (if other than Billing Address)		City	Sioux Falls
		State	SD
		Zip	57101
		Phone	605/335-7367
		Web	www.cbpic.biz
		Fax	605/335-3551

EQUIPMENT DESCRIPTION:

Make and Model	Serial Number
Kyocera TASKalfa MZ2501ci	
SEE LEASE AGREEMENT ADDENDUM FOR ADDITIONAL EQUIPMENT (if applicable)	

TRANSACTION TERMS:

Lease Payment \$89.44 Term 60 Months
(Plus Applicable Taxes)

The following additional payments are due on the date this Lease

SECURITY DEPOSIT NONE ADVANCE PMT \$ NONE

PAYMENT OPTIONS:

Check Send your check to: PO Box 1838, Sioux Falls, SD 57101

ACH Type: Checking Savings

The undersigned hereby authorizes Century Business Leasing to electronically draft, via ACH, the amount indicated in this Lease Agreement from my (our) checking / savings accounts at the Bank listed below. This authority will continue until the Lease Agreement Transaction Terms have been satisfied. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed Lessee.

Authorized Signature: _____

Bank Name: _____

Routing Number: _____

Account #: _____

PURCHASE OPTION AT END OF TERM:

Fair Market Value Buyout \$1.00 Buyout

NOTES:

INVOICE OPTIONS:

E-mail Invoice lornie@cityofdeadwood.com
(E-mail Address)

Mail Invoice

ACCEPTED BY LESSEE:

Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorized Century Business Leasing, Inc. to pay the Equipment purchase price to the applicable vendor(s).

Print Name: _____ Title: _____

X _____

Lessee Authorized Signature _____ E-Mail Address: _____ Date: _____

PERSONAL GUARANTY:

The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly rental payment due and payable under the foregoing Lease Agreement and all existing and future liabilities of the Lease to the Lessor of every nature whatsoever. To enforce the liability of the guarantors hereunder. Lessor shall not be required, first to (a) give guarantors notice at Lessee's default; (b) repossess the equipment or the terms of this Lease Agreement without defeating or diminishing this continuing guaranty. This is a guarantee of payment and not of collection. Impairment of collateral is not a defense. The Guarantors acknowledge that execution of this guarantee is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guarantee is executed as an inducement to the Lessor to consummate the Lease Agreement.

Signed x X _____ Print Name: _____ Date: _____

ACCEPTED BY CENTURY BUSINESS LEASING, INC.:

Signed x X _____ Title: CFO Date: _____

Agreement No. _____

Customer No. _____

LEASE AGREEMENT**1. TERMS AND CONDITIONS**

In this agreement ("Lease"), "we", "our", and "us" refers to Century Business Leasing, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 2. LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease.
- 3. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- 4. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- 5. RETURN OF EQUIPMENT:** Within ten (10) days following expiration of the term of this Lease, unless Lessee exercises its option, if any, to purchase the Equipment, Lessee will, at its expense, deliver such items of Equipment to Lessor's premises, or such other premises designated by Lessor in writing, for such disposition as Lessor may determine. The risk of loss shall remain with Lessee until the Equipment is so delivered to Lessor in the same manner. All Equipment so returned by Lessee to Lessor will be in the same condition as when originally delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone expected. Lessee shall continue to pay Lessor rent for any period of delay in redelivering the Equipment but notwithstanding this rental obligation, the Lease term does not continue and Lessee shall not acquire any additional rights in the Equipment.
- 6. LATE CHARGES:** Any sums advanced by the Lessor until the preceding paragraph, from the date of such advance, shall bear interest at the maximum lawful contract rate applicable to Lessee under the laws of the state where the Equipment is located. Lessor may impose on each delinquent rental payment or other payment required under this Lease, a monthly late charge of \$5.00 or five percent (5%) of the amount of the rental delinquent, whichever is greater, but in no case more than the maximum lawful late payment charge. A rental payment or other payment required under this lease shall be considered delinquent ten (10) days after due date as directed in writing.
- 7. NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- 8. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you with a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.
- 9. OWNERSHIP AND TAXES:** We own the Equipment and/or Software. You will pay, when due, all taxes, fines and penalties relating to the purchase, use leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment.
- 10. DEFAULT:** If you or any guarantor do not pay us any amount within twenty (20) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- 11. ASSIGNMENT:** You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- 12. ARTICLE 2A:** You agree this Lease is a "financial lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- 13. CHOICE OF LAW:** This Lease has been made and executed in Sioux Falls, South Dakota and in any action proceeding, or appeal on any matter related to or arising out of this Lease, the Lessor, Lessee and any Guarantor hereby consent to the personal jurisdiction of the State of South Dakota, and the Lessee and any Guarantor hereby agree that the Circuit Court for the Second Judicial Circuit, Minnehaha County, South Dakota shall be the exclusive jurisdiction for litigation involving any dispute concerning this Lease. Lessee consents to venue in and the jurisdiction of the South Dakota Circuit Court Second Judicial Circuit, Minnehaha County, South Dakota and expressly waives Lessee's or Guarantor's right to remove any action to federal court. Lessee agrees that South Dakota law, without regard to its choice of law provisions, shall govern the interpretation and enforcement of this lease and all other matters, claims and defenses related thereto.
- 14. ENTIRE AGREEMENT:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.
- 15. CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- 16. IRREVOCABLE COMMERCIAL LEASE:** This Lease is irrevocable by the Lessee for its full term and the rent payable shall not abate by reason of repossession of the Equipment by Lessor or otherwise. Lessee warrants and represents that Lessee is leasing the Equipment for business and/or commercial purposes, and not for personal, family or household purposes.
- 17. WAIVER:** To the extent permitted by law. Lessee waives any and all rights and remedies conferred upon a Lessee by SDCL § 57A-2A-508 through 57A-2A-522, including, without limitation, Lessee's rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the leased property, (c) recover damages from Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected property in the Lessee's possession or control, (e) deduct from rental payments all or any part of the claimed damages resulting from the Lessor's default under the Lease, (f) accept partial delivery of the leased property, (g) "cover" by making any purchase or lease of other property in substitution for property due from the Lessor, (h) recover from Lessor any general, special, incidental or consequential damages, for any reason whatsoever, and (i) specific performance, replevin or the like or any of the leased property. To the extent permitted by law, Lessee also waives any rights now or later conferred by statute or otherwise that may require Lessor to sell, re-lease or otherwise use or dispose of any of the leased property in mitigation of Lessor's damages as set forth in this agreement, or that may otherwise limit or modify any of Lessor's rights or remedies under the initial Lease.



MAINTENANCE AGREEMENT Section 6 Item j.

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
 VISIT cbpnow.com >>> CALL 1.800.529.1950

Agreement Start Date: _____
 Account Number: _____
 Service Term: 12 Months
 Sales Representative: Andrew Pribyl

BILL TO: City of Deadwood Water Department
 67 Dunlap Ave
 Deadwood, SD 57732

SHIP TO: City of Deadwood Water Department
 67 Dunlap Ave
 Deadwood, SD 57732

Meter Contact Phone: 605 Meter Contact Email: lornie@cityofdeadwood.com

Equip ID	Model	Serial Number	Meter Type	Start Meter	Base Charge	Copy/Print Allowance	Overage Charge	Meter Details
	MZ2501ci		BK T1 T2 T3		\$0.00	0	\$0.0110 \$0.0475 \$0.0675 \$0.0875	Tier 1 = 0-4% Color Fill Tier 2 = 4-7% Color Fill Tier 3 = 7+% Color Fill

Contract Details

Billing Cycle		Agreement Coverage	
Base Billing	Overage Billing	Contract Plans	
<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Includes parts, labor, mileage, drums and toner. Paper and staples not included.	
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Quarterly		
<input type="checkbox"/> Annual	<input type="checkbox"/> Annual		

Network Support Agreement

Customer agrees to pay an additional **\$15.00 per month per device** (MFP/printer) for remote (phone and online) Network Support for the devices covered under this Agreement. Network Support Services are conducted in accordance with the Terms and Conditions set forth in this Agreement and stated herein and on the reverse side of hereof.

Number of devices covered	<u>0</u>	Total monthly charge	<u>\$0.00</u>	Acceptance	_____
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Customer Initials

MFP network related calls will be billed to the customer at a rate of \$160/hour if the Network Support Agreement option(above) is not selected.

Training and Emergency Toner Information

Customer acknowledges that they have been sufficiently trained on the following areas: Toner replacement, Staple Cartridge Replacement, Misfeed Removal, Main Charge/Transfer Grid/Slit Glass Cleaning Procedure, Machine Operation, Service and Supply Order Placement. Normal shipping and handling charges for Supplies are included in the contract price (unless otherwise noted). If the customer requires same day emergency delivery, a minimum delivery fee of \$25 will be accessed. This amount may be increased due to travel distances. Customer understands the above conditions and agrees to any additional billing that may arise due to the above circumstances.

Customer initials

Maintenance Agreement Coverage

Century Business Products, Inc. (CBP)'s factory trained technicians will render service on the listed equipment during regular business hours in accordance with the terms and conditions set forth on the front and reverse side of this Maintenance Agreement. Coverage period is for one year unless otherwise specified. This Agreement will automatically renew in increments of one year unless CBP is notified in writing 30 days in advance of expiration. This Agreement is non-refundable and non-transferable. Changes to the original terms on the back side of this Agreement are not valid unless initialed by an office of CBP.

Customer Acceptance

By signing this agreement, I agree to the terms and conditions on page two of this agreement

Authorized Signature	Printed Name	Title	Date

Century Business Products Acceptance

Authorized Signature	Printed Name	Title	Date

- 1. General Scope of Coverage:** This Agreement covers adjustments, repair and replacement of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved by Customer. Damage to the equipment or its parts caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies or other causes beyond the control of Products, Inc. (CBP) are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, CBP may terminate the Agreement if the equipment is modified, damaged, altered or serviced by personnel other than CBP Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the equipment. This Agreement does not cover charges for MFP Network related issues other than described in paragraph 3.
- 2. Service Calls:** Service calls under this Agreement will be made during normal business hours, 8 a.m. to 5 p.m. Monday through Friday, at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be charged at the published overtime rates in effect at the time the service call is made. CBP representatives will not handle, disconnect or repair unauthorized attachments or components; Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds CBP and its Representatives harmless for damages to or from any unauthorized parts, components, accessories or equipment resulting from service performed on CBP equipment labor performed during a service call includes cleaning and maintenance of the equipment and the adjustment, repair or replacement of parts described below.
- 3. MFP Network Support Service Labor:** If this option has been selected and paid for by the customer it includes all network labor directly related to the equipment listed on this agreement. "Network Service Labor" shall be defined as the following relating to scanning, printing, or other networked functions of the equipment: installing/updating drivers for existing and new workstations, resolve network related printing and scanning issues, resolve IP address conflicts, set-up/update job accounting or job boxes and troubleshooting as it relates to errors caused by the equipment (not the customer's network). Any services performed outside of the limits of the definitions above will be chargeable to the Customer at a rate of \$160/hour.
- 4. Repair and Replacement of Parts:** All parts necessary to the operation of the equipment, due to normal wear and tear, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement.
- 5. Reconditioning:** Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion CBP determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, CBP will submit to the Customer an estimate of needed repairs and their cost which will be in addition to the charge payable under this Agreement. If the Customer does not authorize such reconditioning, CBP may discontinue service of the equipment under this Agreement (refunding the unused portion of the maintenance charge) or may refuse to renew this Agreement upon its expiration. Thereafter, the CBP representative may make service available on a "Per Call" basis at the published rates in effect at the time of service.
- 6. Use of CBP Supplies:** If the Customer uses other than CBP supplies and if such supplies are defective or unacceptable for use in CBP machines and cause abnormally frequent service calls or service problems, then CBP may, at its option, assess a surcharge or terminate this Agreement. In this event, the customer may be offered service on a Per Call basis based upon published rates.
- 7. Supply Inclusive Contracts:** If supplies are included in the service provided under this Agreement, CBP will supply toner/ink. The agreement does not include consumable supply items such as paper and staples unless otherwise indicated on the front of this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement. Upon termination or cancellation of a supplies inclusive contract, customer must return any unused supply items provided by CBP under the agreement.
- 8. Electrical:** In order to insure optimum performance by the CBP equipment, it is recommended that specific models be plugged into a dedicated line, which must comply with manufacturer electrical specifications. These power standards are required by manufacturer specifications.
- 9. Charges:** The initial non-refundable charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term, or second or third term of a multi-term agreement, will be the charge in effect at the time of renewal. CBP reserves the right to increase the Base Charge and Overage Charge of this agreement upon renewal or annually for a multi-year agreement. Customer shall pay all charges within 30 days of invoice date. Customer agrees to pay all court costs and any reasonable attorney's fees required by CBP to collect payment on this agreement. Interest will be charged at 1 ½ % per month on any unpaid balance. CBP reserves the right to withhold service or cancel this Agreement if a customer's account is over thirty (30) days delinquent. If equipment is moved beyond CBP's service territory, CBP reserves the right to cancel, or the Customer agrees to pay a fair and reasonable up-charge for the continued service, taking into account the distance to Customer's new location and the published rates of CBP for service on a "Per Call" basis.
- 10. Cancellation:** This Agreement becomes effective upon the date indicated in the "Agreement Start Date" space, and shall continue for the term as specified on the face of this Agreement. This Agreement will automatically renew in increments of 12 months after the initial term has been reached. Customer may cancel by providing CBP a written intent to cancel 30 days prior to the end of the current term.
- 11. Event of Default and Termination:** The occurrence of the following shall constitute an Event of Default: the Customer fails to pay any portion of the charges for maintenance as provided under the Agreement when due or Customer fails to duly perform any covenant, conditions, or term of this Agreement Upon the Event of Default, CBP may; (i) refuse to service the equipment, (ii) furnish service on C.O.D. "Per Call" basis based upon published rates in effect at the time of service; (iii) terminate this Agreement. Within 60 days of the expiration or termination of this Agreement, CBP shall submit to Customer an itemized invoice for any fees or expenses, including any Per Call fees, accrued under this Agreement. In the event customer terminates prior to the expiration of the current term of this agreement without cause, or in the event CBP terminates this agreement prior to the end of the term due to Customer's material breach, CBP will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not a penalty. Early termination charges are the greater of the following: a) billing period base charge times remaining billing periods remaining in the term, divided by two or b) average of the prior three billing periods' maintenance billing times the number of billing periods remaining in the term divided by two.
- 12. Indemnity:** Customer shall indemnify, save and hold CBP, its affiliates, officers, directors, shareholders, employees, agents and representatives and their successors and assigns harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury whether to body, property, business, character or reputation sustained by CBP Parties or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend any action to which this indemnity shall apply. In the event Customer fails to defend such action CBP may do so and recover from Customer in addition, all costs and expenses, including, without limitation, attorney's fees and disbursements, incurred by CBP in connection with actions taken by CBP or its representatives (I) to enforce any provision of this Agreement; (II) to affect any payments or collections provided for herein; (III) to institute, maintain, preserve enforce, and foreclose on CBP's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (IV) to defend or prosecute any proceedings arising out of or relating to any CBP transactions with Customer. The foregoing provisions of this Paragraph shall survive the termination or expiration of this Agreement.
- 13. Full Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing signed by both parties (other than pricing changes provided for herein).
- 14. Successors and Assigns; Termination:** This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. However, Customer may not assign this Agreement without the consent of CBP.
- 15. Separability of Provisions:** Each provision of this Agreement shall be considered separable, and, if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
- 16. Jurisdiction:** This Agreement shall be governed by and construed according to the laws of the State of South Dakota applicable to agreements wholly negotiated, executed and performed in the State of South Dakota.
- 17. Hold Harmless:** In no event shall CBP be liable for any damages whatsoever, including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, and loss of business information arising out of or an inability to use this product. CBP is not liable for any claim made by a third party or made by Customer for a third party.
- 18. Force Majeure:** CBP shall not be liable to Customer for any failure or delay caused by events beyond CBP's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentally or agency.
- 19. NO WARRANTY:** CBP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT CBP IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF THE EQUIPMENT.
- 20. Insurance:** Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.



2103 Brickhouse Road, Dunkirk, MD 20754 USA
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
 VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO63228
Revision Number: 0
Sales Order Date: 02/05/26

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Rebecca Day
Distributor: Victor Stanley, LLC.

Contact: Randy Adler
Contact Phone No: 605-920-3954

Bill To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
 Randy Adler
 67 Dunlap Avenue
 Deadwood, SD 57732

Sell To:

City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 5 to 7 (weeks)
 for Production of your order.

This Order is valid for 7 days.

To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * In order to validate our generous warranty, we require the exact name of the project and the exact location at which these products will be installed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This order is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Signed Sales Order with a completed credit application (if applicable) must be returned within 7 days to be valid
- * Victor Stanley reserves the right to charge storage fees beginning on the 7th day after first notification of payment being due, and/or pick-up being ready.
- * Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, LLC
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- * These comments are intended to be part of the terms and conditions of this sales order.

QTY	Model No.	Description	Unit Cost	Total Price
5	REPLACESLAT	Replacement Slat w/Hardware For Existing C-10 6-FT	139.00	695.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
 USA Patents D458,431 S; D441,532 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D583,689 S; D579,227 S; D579,685 S; D542,593 S; D561,967 S; D595,915 S; D595,916 S; D590,570 S; D601,770 S; D602,221 S; D606,271 S; D595,673 S; D601,823 S; D607,229 S; D608,933 S; D586,062 S; D621,295 S.
 Canada D98101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28182.
 EC Reg. Des. 000475579-0001; 000503297-0001; 000762638-0001; 000961404.
 Other Patent(s): Pending.



2103 Brickhouse Road, Dunkirk, MD 20754 USA
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO63228
Revision Number: 0
Sales Order Date: 02/05/26

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Rebecca Day
Distributor: Victor Stanley, LLC.

Contact: Randy Adler
Contact Phone No: 605-920-3954

Bill To:

City of Deadwood
Cammie Schmidt
108 Sherman Street
Deadwood, SD 57732

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood
Randy Adler
67 Dunlap Avenue
Deadwood, SD 57732

Sell To:

City of Deadwood
Cammie Schmidt
108 Sherman Street
Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 5 to 7 (weeks)
for Production of your order.

This Order is valid for 7 days.

To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

QTY	Model No.	Description	Unit Cost	Total Price
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Inside Slat Replacement Slat w/Hardware For Existing C-10 6-FT	139.00	695.00
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Outside Slat Replacement Slat w/Hardware For Existing C-10 4-Foot	129.00	645.00
5	REPLACESLAT	2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Inside Slat Replacement Slat w/Hardware For Existing C-10	129.00	645.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,532 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D565,220 S; D573,766 S; D573,769 S; D553,821 S; D535,209 S; D566,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D583,689 S; D579,227 S; D579,685 S; D542,933 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,673 S; D601,823 S; D607,229 S; D608,933 S; D586,062 S; D621,295 S; Canada 098101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28182.
EC Reg. Des. 000475579-0001; 000503257-0001; 000762638-0001; 000961404.
Other Patent(s): Pending.



2103 Brickhouse Road, Dunkirk, MD 20754 USA
 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
 VICTORSTANLEY.COM

SALES ORDER

Please read it carefully and immediately report any discrepancies

Sales Order No: SO63228
Revision Number: 0
Sales Order Date: 02/05/26

Customer PO No:
Customer No: C013197
Phone No: 605-578-2082
Terms: Net 30
Associate: Rebecca Day
Distributor: Victor Stanley, LLC.

Contact: Randy Adler
Contact Phone No: 605-920-3954

Bill To:
 City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Project Name: CITY OF DEADWOOD
Project Location State: SD

Ship To:
 City of Deadwood
 Randy Adler
 67 Dunlap Avenue
 Deadwood, SD 57732

Sell To:
 City of Deadwood
 Cammie Schmidt
 108 Sherman Street
 Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory
Estimated Lead Time: Allow 5 to 7 (weeks) for Production of your order.

This Order is valid for 7 days.
 To be valid, this Signed Sales Order with a completed credit application (if applicable) must be returned within this time frame.

QTY	Model No.	Description	Unit Cost	Total Price
1		4-Foot 2x3 Wheat 2nd Site Systems Replacement Slat(s) w/Uncoated Stainless Steel Bars Outside Slat Freight w/ Liftgate	990.00	990.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231 S; 5,660,907; 5,791,047; D386,012; D376,937; D383,615; D376,271; D394,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D595,269 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,885 S; D542,993 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.
Canada 098101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130652; 130653; 130715; 130716. **Canada Patent** 2,194,349. **Mexico Reg. Des.** 001971; 23182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000782638-0001; 000961404.
Other Patent(s): Pending.

Sub-Total: 3,670.00
Tax: 0.00
Payment: 0.00
Balance Due: 3,670.00

All figures are in US Dollars
 Page: 3

Customer Signature: _____ Please Print Title: _____

Please Print Name: _____ Date: _____

By signing you also agree to our Standard Terms of Production as describe on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES

Please note, sales tax calculations are calculated upon invoicing due to tax rate changes and/or change orders. If you believe you should be tax-exempt, please provide a tax exemption certificate prior to submitting a purchase order.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

**DAKOTA EQUIPMENT RENTAL
CHAIN SAW CENTER
4435 E COLORADO BLVD
SPEARFISH, SD 57783
(605) 642-4703**

1-203	Section 6 Item I.
Qu	
Rent Date:	2/3/2026 10:07 AM
Due Date:	2/4/2026 10:07 AM
Return Date:	
Contract Terms:	DUE BY 15th/Serv Chg 1.5%
PO #:	
Job #:	

Customer Information

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

Ship VIA	Customer Email	Work Phone #	Fax Phone #					
	RMCGRATH@CITYOFDEADWOOD.COM	(605) 578-2600	(605) 578-2165					
Customer #	Authorized Contact Name	Contact Phone #	Sales Person Name	Employee Name				
120				PAUL HOPKINS				
Description	Qty Out	Qty. In	DAILY	WEEKLY	4 WEEK	Per Unit	Taxable	Extended
RM 655.1 VS LAWN MOWER	5.00					\$1111.99	<input checked="" type="checkbox"/>	\$5559.95
Item ID: STIHL / 6374 011 3451 US	<<-- Sale -->>							
UPC: 886661438433								

Contract Terms:

Terms for Quotes

X _____
Customer Signature

Customer Name (Printed) Date

MON-FRI: 7:30 - 5:30
SAT: 8:00 - 12:00
CLOSED SUNDAYS



Merchandise Sales:	\$5,559.95
Sub Total:	\$5,559.95
Tax:	\$0.00
Contract Total:	\$5,559.95
Amount Paid:	\$0.00
Amount Due:	\$5,559.95

Tax Exempt ID: 1018-0925-RD

City of Deadwood, SD
Parks, Recreation And
Events
108 Sherman Street
Deadwood, SD 57732



Jeremy Russell
Manager
Recreation & Aquatics Center
Telephone (605) 578-3729
jeramy@cityofdeadwood.com

MEMORANDUM

Date: February 10, 2026
To: Deadwood City Commission
From: Jeremy Russell – Recreation & Aquatic Center Manager
Re: Seat Leg Press Machine

The Deadwood Recreation and Aquatic Center are requesting approval to purchase a new seated leg press machine. Our current machine is outdated and no longer meets facility standards due to its age and ongoing safety concerns. It requires frequent maintenance, particularly tightening and repairs to bearings, which places a continual demand on staff time and resources.

After consulting with multiple exercise equipment manufacturers and reviewing several quotes, G&G Fitness emerged as the preferred option.

Purchasing this new machine will enhance our members' experience while improving overall safety. It will also eliminate the ongoing maintenance demands associated with this machine. The machine includes a comprehensive warranty: 10 years on the frame, 5 years on parts, 2 years on labor, 1 year on coating, and 6 months on accessories.

We are requesting approval to purchase a Seated Leg Press Machine from G&G Fitness at a cost not to exceed \$3,599.00. This purchase is a 2026 budgeted item and will be funded through the Deadwood Recreation and Aquatic Center Machinery/Equipment line item.

Thank you for your continued support and consideration of this request.



7350 Transit Road
Williamsville, NY 14221

Proposal # Q009524
Date: 2/11/2026

Account Manager: Marc DiLeo Phone: Fax: Email: mdileo@ggfitness.com

DUE TO CURRENT MARKET CONDITIONS PRICING CAN CHANGE WEEKLY AND MAY NEED TO BE REVISED. QUOTE IS VALID FOR 7 DAYS. PLEASE CONTACT YOUR ACCOUNT REP TO CONFIRM PRICING BEFORE ORDER IS FINALIZED.

To place this order, please complete Terms & Conditions, sign and email to: commercial@livefit.com

BILL TO

Deadwood Recreation & Aquatic Center
105 Sherman St
Deadwood, SD 57732-1316

SHIP TO

Deadwood Recreation & Aquatic Center
105 Sherman St
Deadwood, SD 57732-1316

Email: jeramy@cityofdeadwood.com

Description	Qty	MSRP	Unit Price	Discount Amt	Your Unit Price	Ext. Price
GRONK COMMERCIAL LEG PRESS 95KGS (220LBS) WEIGHT STACK V2 Model 5403-G2	1	4,349.00	3,999.00	.00	3,999.00	3,999.00

Comments:

Delivery & Assembly:	0.00
Taxable Total:	3,999.00
Sales Tax:	0.00
Total (USD):	3,599.00

Important Notes and Specifications

Estimated Lead Time: Cardio lead times are approximately 4 weeks, Strength lead times are approximately 12 weeks, Custom logo lead times 12-16 weeks.'

Requirements: All treadmills require a 120 volt 20 amp dedicated outlet (NEMA 5-20R receptacle). 220 volt treadmills are special order and require an 8 week lead time.

Bolt-down Requirements: If applicable, strength machines require a minimum of 2.5" of concrete anchor embedment not including any rubber flooring or overlays. Concrete thickness must be a minimum of 4.75". All ledger boards will be an additional charge. Extra charges may apply if your facility is found to not meet these requirements at installation time. The mounting of all wall-mounted products are at the responsibility of the owner.

Delivery Cancellations: All delivery cancellations require 24 hours notification. If cancelled with less than 24 hours notice, charges may apply.

Image Disclaimer: All efforts were taken to make the item images as accurate as possible. However, images on quotes are for representation purposes only and may not be exactly to your specific equipment options.

Desired Delivery Date

Frame Color

Floor of Delivery Date

Upholstery Color

Door Size

Power Cord Length

Lift Gate Required

I have read and understand all the requirements listed above: _____ (initials)

Terms and Conditions

Please select the payment terms desired:

Pre-paid Drop Ship: 100% of total invoice must be paid at time of order for any product shipping directly from manufacturer to customer.

Initials: _____

Pre-paid: 50% of total invoice due as down-payment when order is placed. Balance due prior to scheduling delivery.

Initials: _____

Net _____ Days: On approved credit or government purchase order. Full Payment will be due on or before the specified number of days.

Initials: _____

1. Any and all late payments will be assessed a 1.5% late fee charged on the remaining outstanding balance. Additional late fee charges will accrue thereafter at a rate of 1.5% per 10 day period. Orders with Pre-pay or COD terms will be effectively due on day of delivery for purposes of late charge calculations.

2. If partial deliveries are accepted by the customer, payment of those items is due as they are delivered, per the terms of the sale.

3. G&G Fitness Equipment Inc. reserves the right to reacquire any equipment equal to the dollar amount owed, including late fees, interest, extraction fes and other professional and/or attorney's fees related to the prior collection attempts of monies owed to G&G Fitness Equipment, Inc. should late payments exceed 14 days or if regular payment schedules are defaulted at any time.

4. Any and all attorney's fees and other agency fees that may result from non-payment will be charged to the party in default and may be subject to all applicable late fees and charges.

5. Terms and Conditions of sale which appear on purchaser's documents (including purchase orders) and which are inconsistent with these terms should be null and void.

6. Orders canceled after shipment (or after production starts for built-to-order products) are subject to a 20% restocking fee.

7. Delays in delivery at customer request are subject to storage fees of \$10 per month per piece.

8. Customers with sites located beyond twenty-five miles from our nearest service depot may be responsible for additional travel charges for service on equipment even when covered under manufacturer's labor warranty.

9. Orders over five thousand dollars paid with a credit card will incur a 2% convenience fee.

Customer Approval Signature

Date

Quote valid for 7 Days

By signing you affirm that you are authorized to enter into a purchse agreement on behalf of the aforementioned organization and that you have read and agreed to all specifications, terms and conditions.



Invoice Number: 2413239

City of Deadwood
102 Sherman St
Deadwood, SD 57732-1309

Customer Name: City of Deadwood
Account ID: 734571
Billing Zip Code: 57732-1309
Attention To:
Invoice Date: 15-JAN-2026
Due Date: 01-MAR-2026

We appreciate your business!

If you have any questions regarding this invoice, please contact us at EFCustomerService@huntington.com

Total Due:	58,681.45
-------------------	------------------

Remittance Instructions

Payment will be debited from your designated account on 01-MAR-2026

Invoice Summary

Description	Amount USD	Tax USD	Total USD
Rent	58,681.45	0.00	58,681.45
Total	58,681.45	0.00	58,681.45

Messages:

Thank you for your business! Should you have any questions regarding your invoice, or your account please reach out using the contact details below.

Contact Us

Courier/Inquiry Address: PO Box 18065 GW2W10, 7 Easton Oval, Columbus OH 43219
Pay by Check: PO Box 18065 Columbus, OH 43218-0065
Inquiry Email: EFCustomerService@huntington.com
Inquiry Phone: 1-866-311-2755
Billing/Payment Portal: <https://huntington.billeriq.com/ebpp/HTE>
 To set up an account, please use your Account ID and Billing Zip Code on the top of the invoice

Invoice Detail (continued)

Invoice Details

Schedule No.	PO Number	Billing Period	Amount USD	Tax USD	Total USD
003-0734571-304		01-MAR-2026 - 31-MAR-2026	25,000.00	0.00	25,000.00
003-0734571-305		01-MAR-2026 - 31-MAR-2026	33,681.45	0.00	33,681.45

We appreciate your business!

If you have any questions regarding this invoice, please contact us at EFCustomerService@huntington.com

OFFICE OF
 PLANNING, ZONING AND
 HISTORIC PRESERVATION
 108 Sherman Street
 Telephone (605) 578-2082
 Fax (605) 722-0786



Kevin Kuchenbecker
 Planning, Zoning and
 Historic Preservation Officer
 Telephone (605) 578-2082
 kevin@cityofdeadwood.com

MEMORANDUM

Date: February 9, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Adams Museum Chime System Additional Electrical Wiring

The Adams Museum Chime project was completed in December of 2025. Since the installation there has been electrical issues. It is believed the issue is caused from the wiring not being replaced from the chimes to the electrical box. New wiring was installed with the chimes portion of the project. This has caused an unforeseen issue with the operation of the chimes.

Deadwood Electric has submitted a quote to replace the wiring from the chimes to the electrical box. The proposed quote is \$8,453.38. Chime Master Top Rung Tower Chime will be paying \$2,500.00 towards the wiring project leaving \$5,953.38 to be paid by the City of Deadwood. Staff recommends hiring Deadwood Electric to replace the wiring at the Adams Museum for the electrical wiring of the chimes \$5,953.38 being paid out of the Capital Assets line item.

Motion: *Move to hire Deadwood Electric in the amount of \$5,953.38 to replace the wiring for the chimes at the Adams Museum to be paid out of the capital assets line item. The remaining \$2,500.00 will be paid by Chime Master Top Rung Tower Chime.*

Proposal



PO Box 1665, Deadwood
 Travis Conrad
 605-920-1210
 jconrad937@gmail.com

PROPOSAL SUBMITTED TO <u>Jim - Adams Museum</u>	PHONE	DATE <u>2/9/26</u>
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION <u>Adams Museum</u>	

We hereby submit specifications and estimates for:

Remove existing wiring in bell tower at the Adams Museum & replace with modern materials.

If existing wiring is unable to be removed, Deadwood Electric reserves the right, & may request, any charge orders.

Deadwood Electric does not guarantee that replacing existing wires will solve the issues of the chimes not working.

We Propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eight - thousand - four - hundred & fifty - three ³⁸/₁₀₀ dollars (\$ 8453.38).

Payment to be made as follows:

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Travis Conrad
 Note: This proposal may be withdrawn by us if not accepted within: 90 da

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Deadwood Electric Itemized Proposal

400'	# 12 Stranded THHN	\$	0.32	\$	128.00
200'	# 6 Stranded THHN	\$	1.33	\$	266.00
20'	1/2" Flex	\$	1.16	\$	23.20
20	1/2" Flex Connector	\$	1.21	\$	24.20
10	1/2" Bell Ko Closures	\$	1.01	\$	10.10
25	R Locks	\$	0.17	\$	4.25
20	#12 Terminal Ring	\$	1.05	\$	21.00
20	#6 Terminal Ring	\$	3.38	\$	67.60
	Miscellaneous			\$	100.00
	Sub-total			\$	644.35
	Tax			\$	39.95
	80 Hours	Labor		\$	7,600.00
	Excise Tax			\$	169.08
	Total			\$	8,453.38

This bid is to remove all existing wiring and replace it with new wiring.

If existing wiring is unable to be removed, Deadwood Electric reserves the right, and may request, any change orders.

Deadwood Electric does not guarantee that replacing existing wires, will solve the issues of the chimes not working.

OFFICE OF
 PLANNING, ZONING AND
 HISTORIC PRESERVATION
 108 Sherman Street
 Telephone (605) 578-2082
 Fax (605) 722-0786



Kevin Kuchenbecker
 Planning, Zoning and
 Historic Preservation Officer
 Telephone (605) 578-2082
 kevin@cityofdeadwood.com

MEMORANDUM

Date: February 3, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: Change Order #1 – 85 Charles Windows and Siding Project

HGH Construction LLC has submitted a change order request for the 85 Charles Windows and Siding Project.

- The request is to increase the dollar amount of the siding project due to the original siding contains asbestos. This was not disclosed in the original bid information provided at the time of submitting original quote. A qualified contractor, L&L Insulation, will be hired to remove the original siding per OSHA regulations and dispose per EPA standards.

The original project cost is \$95,220.73. Change Order #1 will increase the project cost \$11,150.00. This will bring the total contract cost to \$106,370.73.

Staff has reviewed the request as submitted.

MOTION:

Move to accept change order number one from HGH Construction to increase the contract amount by \$11,150.00 for the proper removal of asbestos siding at 85 Charles Street for a total project cost of \$106,370.73.

HGH Construction, LLC

PO Box 1213

Spearfish SD, 57783

Change Order #:
01

Change Order Date:
2/3/26

CHANGE ORDER FORM

To:

Name: City of Deadwood

Company: _____

Street: 108 Sherman Street

City, St, Zip: Deadwood SD, 57732

Project: 85 Charles Street

Original Contract Sum: \$ 95,220.73

Previous Change Orders: \$ 0.00

Contract Sum: \$ 95,220.73

Value of this Change Order: \$ 11,150.00

New Contract Sum: \$ 106,370.73

Contract Date: ____ / ____ / ____

Change Order will be completed by: ____ / ____ / ____

The Contract is Changed as Follows:

It was determined that the original siding that is in place on the 85 Charles house contains asbestos. This change order reflects L&L Insulation to remove the original siding per OSHA regulations and disposing material per the EPA standards. This was not disclosed in the original bid information that was provided at the time of pricing.

Authorized by:

Owner or Contractor:

Signature

Date

HGH Construction, LLC

Signature

Date

Archaeological Research Center

937 E North Street, Suite 201
 PO Box 1257
 Rapid City, SD 57709



Invoice

Date	Invoice #
02/12/2026	26-292

Bill To

Historic Preservation Office
 City of Deadwood
 108 Sherman Street
 Deadwood SD 57732

		Terms	Work Order
		Due on receipt	M Runge
Description	Hours	Rate	Amount
FEMA Monitoring Project ARC Staff hours Jan 2025 - May 2025	264.50	78.77	20,834.67
		Sales Tax (4.2%)	\$0.00
Interest of 12% APR will be charged on all accounts 30 days past due. In addition, an administration cost of \$20 will be assessed on all accounts turned over to collections.		Payments/Credits	\$0.00
Office Phone #	Payments Phone #	Billing E-mail	
605-394-1936	605-394-1989	holly.phillips@state.sd.us	
Balance Due			\$20,834.67

Return Completed Form To:
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



Questions Contact:
Justin Lux
(605) 578-2082 or
justin@cityofdeadwood.com

VEHICLE FOR HIRE: Horse-Drawn Vehicle

Renewal New Application Year: 2026

Horse-Drawn Vehicle Type: Stagecoach/Livery Vehicle #1

Business Information

Business Name (as it will appear on license): Deadwood Alive Inc

Business Address: Box 190 Deadwood, SD 57732

Business Phone: 605-920-0258

SD Sales Tax Number: 46-0456623 *(Verified by City Finance Office)*

If business is a partnership or corporation, please provide name and address of each partner/officer

Name: Kevin Kuchenbecker Address: _____

Name: Jesse Allen Address: _____

Name: Jim Williams Address: _____

Person Completing Application

Applicant Name: Jesse Allen

Home Address: 501 Main St. Deadwood, SD 57732

Home Phone/ Cell Phone: 605-578-1876/605-591-9171 Date of Birth: 7-31-1982

Is the applicant also the contact person? Yes No If not, who is the contact person for this application:

Contact Name: _____ Address: _____

Home Phone/ Cell Phone: _____

Location from which the vehicle(s) will operate: Main St. Deadwood

Date(s), Time(s), Duration(s) of operation: _____

Insurance Company: Black Hills Insurance Agency

Policy Number: CL185291550 Expiration Date: 5/26

Previous experience in motor vehicle transportation business: 10th year of operating historic stagecoach on Main St for Deadwood alive rides and reenactments.

A general statement of reason supporting the granting of the application: Contacted through the City of Deadwood for historical reenactments and stagecoach operations

Year of Vehicle	Make	Model	Seating Capacity (Excluding Driver)	License Plate #
N/A	Mud Wagon	Stage Coach	9+	N/A

Application made this 30th Day of January, 2026 X


Applicant's Signature

TO BE COMPLETED BY CITY OF DEADWOOD

An annual fee of \$75 has been paid to the City Finance Office as recorded on: _____ Receipt No: _____ Dated: _____	Parking & Transportation: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>
	 Parking & Transportation Chair Dated: <u>Jan 12-26</u>
City Commission: Approved <input type="checkbox"/> Denied <input type="checkbox"/> _____ Mayor Dated: _____	

License fee is not refundable. License is not transferable

Submit completed application to:

Justin Lux, City of Deadwood Parking and Transportation Department, 108 Sherman St. Deadwood, SD 57732 • (605) 578-2082.

Requirements: Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).

Return Completed Form To:
Parking and Transportation
108 Sherman Street
Deadwood, SD 57732



Questions Contact:
Justin Lux
(605) 578-2082 or
justin@cityofdeadwood.com

VEHICLE FOR HIRE: Horse-Drawn Vehicle

Renewal New Application Year: 2026

Horse-Drawn Vehicle Type: Stagecoach/Livery Vehicle #2

Business Information

Business Name (as it will appear on license): Deadwood Alive Inc

Business Address: Box 190 Deadwood, SD 57732

Business Phone: 605-920-0258

SD Sales Tax Number: 46-0456623 *(Verified by City Finance Office)*

If business is a partnership or corporation, please provide name and address of each partner/officer

Name: Kevin Kuchenbecker Address: _____

Name: Jesse Allen Address: _____

Name: Jim Williams Address: _____

Person Completing Application

Applicant Name: Jesse Allen

Home Address: 501 Main St.

Home Phone/ Cell Phone: 605-578-1876/605-591-9171 Date of Birth: 7-31-1982

Is the applicant also the contact person? Yes No If not, who is the contact person for this application:

Contact Name: _____ Address: _____

Home Phone/ Cell Phone: _____

Location from which the vehicle(s) will operate: Main St. Deadwood

Date(s), Time(s), Duration(s) of operation: _____

Insurance Company: Black Hills Insurance Agency

Policy Number: CL185291550 Expiration Date: 5/27

Previous experience in motor vehicle transportation business: 10th Year of operating historic stagecoach on Main St for Deadwood Alive rides and reenactments

A general statement of reason supporting the granting of the application: Contracted through the City of Deadwood for historical reenactments and stagecoach operations

Year of Vehicle	Make	Model	Seating Capacity (Excluding Driver)	License Plate #
N/A	Mud wagon	Stagecoach	9+	N/A

Application made this 30 Day of January, 20 2026 X 
Applicant's Signature

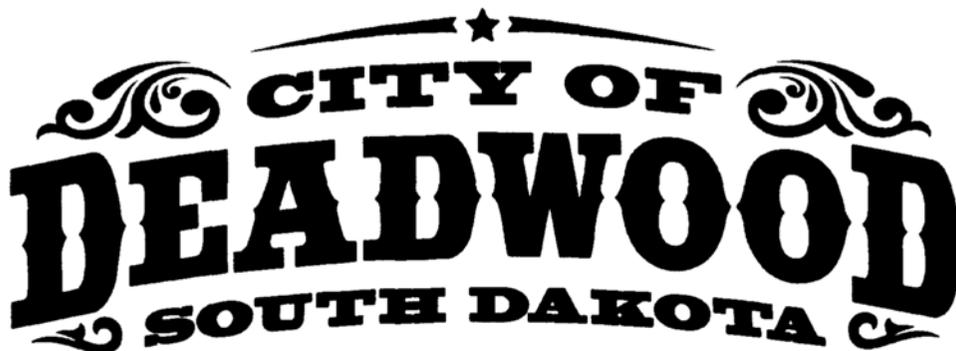
TO BE COMPLETED BY CITY OF DEADWOOD

An annual fee of \$75 has been paid to the City Finance Office as recorded on: Receipt No: _____ Dated: _____	Parking & Transportation: Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/>
	 <u>2/19/26</u> Parking & Transportation Chair Dated:
City Commission: Approved <input type="checkbox"/> Denied <input type="checkbox"/> Mayor _____ Dated: _____	

License fee is not refundable. License is not transferable

Submit completed application to:
Justin Lux, City of Deadwood Parking and Transportation Department, 108 Sherman St. Deadwood, SD 57732 • (605) 578-2082.

Requirements: Provide proof of insurance (minimum \$1,000,000 liability, with City of Deadwood co-insured).



Event Complex Rental and Use Agreement

Event: Lead-Deadwood Youth Football and Cheer

Date of Event: August 1- October 30, 2026

**** Disclaimer: In an event of a local emergency. The South Dakota Department of Public Safety, Wildland Fire Division agreement signed March 17, 2025, will take effect for incident command operations site at the Event Complex. The event would be canceled, and fees and deposits would be returned. ****

**** Disclaimer: During Youth Sports seasons, Event Complex renters may need to share or relinquish parking spaces during games. Sporting events are set by third-party entities, and the City prioritizes youth and community activities. ****

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
501 Main Street
Deadwood, SD 57732
605-578-1876

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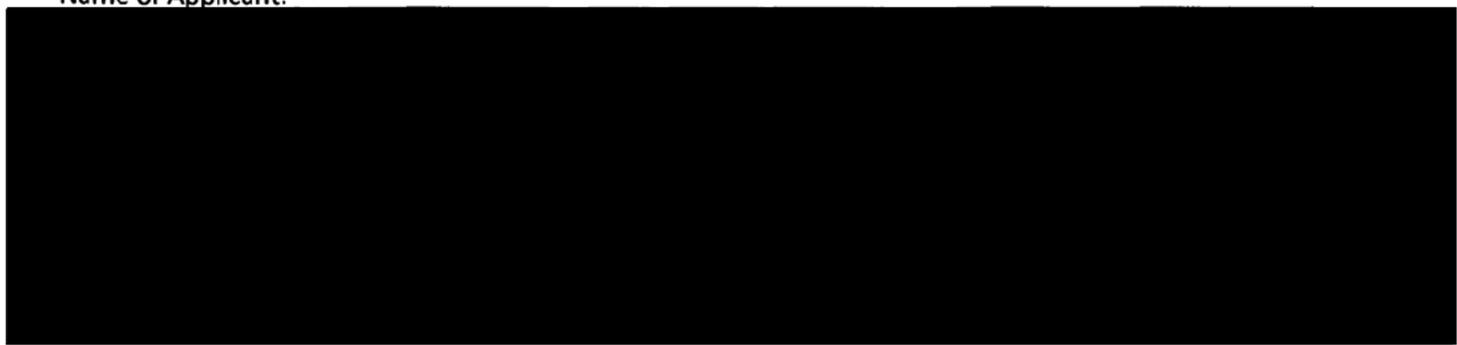
Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Youth Football and Cheer

Contact Information:

Name of Applicant: Alexandra Lux



Dates Event Complex requested:

Set up Date(s): 8/1/2026 Hour(s): 4:00 PM- 6:00 PM
 Event Date(s): 10/30/2026 Hour(s): 4:00 PM- 6:00 PM
 Clean-up Date(s): After each game/practice Hour(s): _____

Approximate number of people who will attend: 100

I am applying to use the:
(Please check property requested)

- Ticket Booth
- Main Grandstand Concession
- Main Grandstand Restrooms
- Crow's Nest
- VIP Grandstand
- Arena and Corral Areas
- Main Grandstand Seating
- Parking Lots
- Baseball Field(s)
- Baseball Field(s) Restrooms
- Safety Barriers
- Ferguson Field
- Ferguson Field Restrooms

- Office use Only
- Key #
- Key #
- Key #
- Key #

- Jersey Barriers
- Open Container
- Pyrotechnics
- Water Usage

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead-Deadwood Youth Football and Cheer

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Chapter 5.28 Commerce within the City of Deadwood.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Justin Lux Title: Commissioner
 [Redacted] Representing: LDYFCA

Name: Seth Reynolds Title: Co-Commissioner
 [Redacted] Representing: LDYFCA

Name: Kat Sneesby Title: Treasurer
 [Redacted] Representing: LDYCFA

Name: Brooke Anderson Title: Fundraising Coordinator
 [Redacted] Representing: LDYFCA

Name: Mike Sneesby Title: Board Member
 [Redacted] Representing: LDYFCA

Name: Brad Meyers Title: Board Member
 [Redacted] Representing: LDYFCA

Deadwood Event Complex Rental and Use Agreement

Renter Type: For-Profit Private Non-Profit Government

(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots Only	Baseball Fields Only
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$400 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge for each ticket sold or pay the facility use fee. **Surcharge includes 1 day of setup and event days. Events requiring additional set up/tear down days will be charged half the daily rental rate.** The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental fees regardless of the ticket surcharge.**

Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.

Damage Deposit (Refundable): \$1,250.00 minimum (no alcohol) or \$2,500.00 minimum (serving alcohol), **WHICH INCLUDES A \$250.00 NON-REFUNDABLE ADMINISTRATIVE FEE.**

There will be an additional fee of half of the Event Complex Rental rate fee taken out of the deposit if anyone arrives prior to the set up date and time.

Key Deposit (One Key or All Keys) (Refundable): \$100.00

A cleaning/trash removal fee (Non-Refundable) of \$250.00 PER DAY applies for Event Complex. If additional bathrooms at Ferguson Field or the Ball Bark are needed, a fee of \$125.00 per day for each location applies.

A Streaming Fee of \$200.00 PER DAY applies IF USED.

Tent Rental, which is set and amended by resolution:

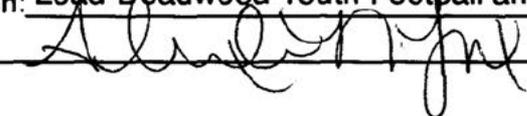
- 10' by 10' Set up and take down.....\$200.00
- 20' by 30' Set up and take down.....\$400.00
- 20' by 40' Set up and take down.....\$600.00

Water Usage Fee of \$50.00 per event IF USED.

Deposit and Fees must be received before application can be approved.

**City reserves the right to bill for additional fees if damages exceed deposit amount.
Please read the Use Guidelines for cancellation and reservation policies.**

<u>Fees</u>		<u>Request to Waive</u>	<u>Refundable Deposits</u>
Event Complex Facilities	\$ _____	<input checked="" type="checkbox"/>	Key Deposit \$ _____
Baseball Fields	\$ _____	<input checked="" type="checkbox"/>	Damage Deposit \$ _____
Parking Lots ONLY	\$ _____	<input checked="" type="checkbox"/>	*Total Deposits \$ 0
Add'l Set-Up/Tear Down	\$ _____		*minus Admin Fee of \$250.00 and early arrivals if any.
Tent(s)	\$ _____		
Event Complex Cleaning And Trash Removal	\$ _____		Alcohol Fee (Pg 18) (\$100.00 per day) \$ _____
Cleaning Baseball Restrooms	\$ 250.00		
Cleaning Ferguson Restrooms	\$ 250.00		
Streaming	\$ _____		
Water Usage	\$ _____		
Total Fees	\$ 0 500		

Organization: Lead-Deadwood Youth Football and Cheer Association
 Signature:  Date: 1/26/2026

Office Use only:
 Date Fees Paid: _____
 Date Deposit Paid: _____
 Fees Still Owed: _____
 Notes:

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials *aj*
2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 30 days of the event. Refund will be discussed at the next event committee meeting, which is the last Thursday of each month. If approved, refund will be issued after the City Commission meeting on the 1st or 3rd Monday of each month. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials *aj*
3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$150.00/hour/employee

Initials *aj*
4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials *aj*
5. The user is responsible for removal of trash and placing it in a dedicated area. All trash must be bagged.

Initials *aj*
6. I understand and agree: (Please Check Box for your Acknowledgement)
 - The person in charge of the event must be in attendance at all times during the event. I have read & signed the Alcohol Policy form.
 - All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
 - The person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
 - Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
 - If the fire alarms sound, the person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

- The person in charge will not allow anyone to interfere with the fire alarm system.
- All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- The event representative understands and agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- If decorations are used, only painter’s tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- No alterations can be made to the buildings or grounds, without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623, Deadwood Fire Department number is (605) 578-1212 and the Lawrence County Sheriff’s Office number is (605) 578- .
- In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials 

7. Outdoor/Animal Events: (Check Acknowledgement)

- Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials 

**Local Non-Profits may be available to assist. If hiring a contractor, contractor must have proof of insurance and contractor’s license.

Insurance and Liability

Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

*High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. **Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.***

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

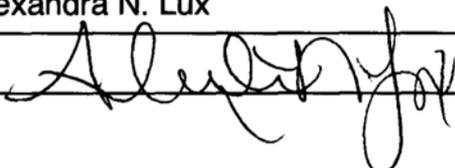
User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux

Title: Cheer Director

Signature: 

Date: 1/26/2026

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Youth football and cheer practice is held from 4:30-6:00 PM. We will work with other youth sports as necessary to accommodate their practices and/or games. Games will be held on Saturdays, but the BHYFL has not made the schedule available at this time. We will work with the school since they will have lease of Ferguson Field.

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss of damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Participating in youth tackle football or youth sideline cheerleading

Initials 

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Parks, Recreations and Events Director for determination: 605-578-2082.

Participant Release and Indemnification required? YES NO

Initials 

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials 

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risk of injury, loss or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials 

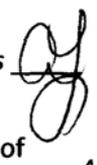
E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials 

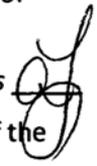
F. We Further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss of damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials 

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omission, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials 

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials 

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are full discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

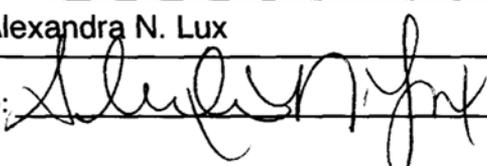
Initials 

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux

Title: Cheer Director

Signature: 

Date: 1/26/2026

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in:

Youth tackle football and sideline cheerleading

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating:

Youth tackle football and sideline cheerleading

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

*Building Rental Rules only apply if the event is utilizing the grandstands, crow’s nest, or ticket booth.

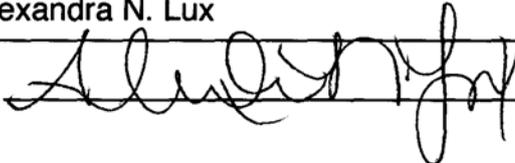
In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter’s tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- Handicapped area in the main grandstands must remain clear, no standing or blocking the walkway.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood’s prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills and wipe down countertops
 - Empty trash in building & dispose of in receptacles outside
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: Lead-Deadwood Youth Football and Cheerleading

Name: Alexandra N. Lux Title: Cheer Director

Signature:  Date: 1/26/2026

Event Complex Parking Requirements

*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants
 - *Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

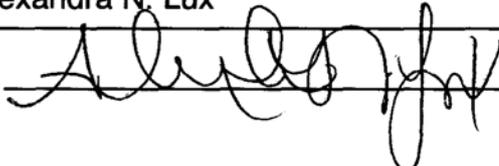
Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.
3. Absolutely no parking on fields without prior written approval from Parks, Recreations and Events Director. City reserves the right to bill for additional fees if damages occur.

I have read and understand these rules.

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux Title: Cheer Director

Signature:  Date: 1/26/2026

Responsibilities to and of the Concessionaire

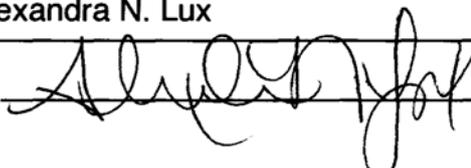
- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux Title: Cheer Director

Signature:  Date: 1/26/2026

Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex, including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve or have alcoholic beverages the City Finance Office MUST be contacted, at (605) 578-2600. Alcoholic beverages are NOT permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04 Alcoholic Beverages Sections 5.04.070, 5.04.090 and 5.04.100 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

Again, alcoholic beverages are NOT permitted outside of the Event Complex. The Finance Office MUST be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

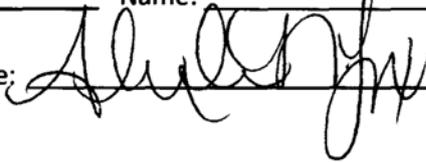
For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an "alternative" to a licensed certified security company, but the "alternative" security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: Lead-Deadwood Youth Football and Cheer Association Name: Alexandra N. Lux

Title: Cheer Director Signature: 

Dates/Times Alcohol will be served: n/a

Business name who will be serving: n/a

Liability Insurance

Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: Will be provided by the BHYFL at a later date

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:
 South Dakota Department of Revenue Office
 445 East Capitol Ave
 Pierre, SD 57501-3185
 (605) 773-3311

Initials 

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Initials 

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials 

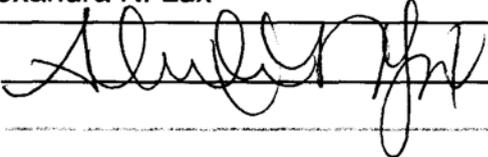
4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials 

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux

Title: Cheer Director

Signature: 

Date: 1/26/2026

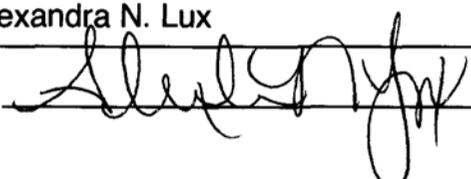
Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$150.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux Title: Cheer Director

Signature:  Date: 1/26/2026

City of Deadwood Equipment and Services

Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will charge the event organizer a cost determined by the Department Head in supervision of the services provided.
- C. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Cleaning of the Grandstands is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event.
- If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-Of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: Lead-Deadwood Youth Football and Cheer Association

Requirements (first time renter):

- 3 References from a previous event location in which you hosted an event.
- References cannot be a part of your organization or event.
- Each Reference must have complete information.

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: City of Deadwood Only Phone Number: _____
 City/State: _____ Event Name: _____
 Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____
 City/State: _____ Event Name: _____
 Event Location: _____ Email: _____

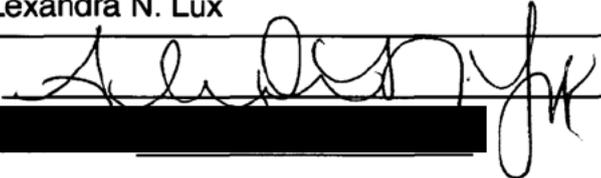
3) Name: _____ Phone Number: _____
 City/State: _____ Event Name: _____
 Event Location: _____ Email: _____

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information, which can be found at <https://www.cityofdeadwood.com/parksrec>
 I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

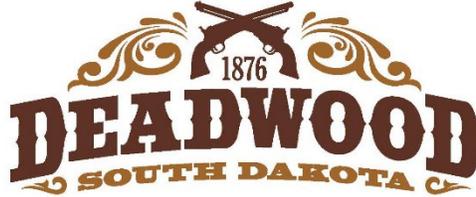
RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Organization: Lead-Deadwood Youth Football and Cheer Association

Name: Alexandra N. Lux Title: Cheer Director

Signature:  Date: 1/26/2026

Date of your Event(s): _____ Group/Event Name: _____



NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on February 12, 2026, to complete the **2026 Preservation Improvements to Mount Moriah Cemetery Project** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on February 17, 2026, at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD. A pre-bid meeting will be held on January 29, 2026, 2:00 pm on site

Plans and specifications for the project may be obtained electronically from Tallgrass Landscape Architecture, LLC, 413 North 4th Street, Custer, SD 57730 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked **2026 Mount Moriah Cemetery Project**. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 5th day of January 2026.

Jessicca McKeown
City of Deadwood Finance Officer

Publish Black Hills Pioneer: January 8, 2026, January 15, 2026

For any notice that is published twice:
This notice is published twice at an approximate cost of \$_____.

BID TAB									
12-Feb-26									
Preservation Improvements to Mt. Moriah Cemetery Project								Total	
Engineers Estimate									
	\$ 113,000.00	\$ 1,150.00	\$ 1,150.00	\$ 8,625.00	\$ 875.00	\$ 5,750.00	\$ 130,550.00		
Bidder									
Base Bid	Alt #1	Alt #2	Alt #3	Alt #4	Alt #5			BID BOND or CHECK	Acknowledge of Addendum #1
Complete Concrete	\$ 123,316.28	\$ 1,310.91	\$ 801.90	\$ 10,289.45	\$ 579.76	\$ 678.97	\$ 136,977.27	X	X
Fuller Constuction	\$ 120,250.00	\$ 2,275.00	\$ 1,600.00	\$ 5,750.00	\$ 1,625.00	\$ 1,750.00	\$ 133,250.00	X	X
SECO Construction	\$ 150,000.00	\$ 1,600.00	\$ 1,500.00	\$ 4,400.00	\$ 2,600.00	\$ 1,350.00	\$ 161,450.00	X	X
Staff Present:									
Jessica McKeown									
Kevin Kuchenbecker									
Randy Adler									
Justin Lux									
Also Present:									
Mike Bender, TallGrass Landscaping									
Paul Stephens, Seco Construction									
Eric Fuller, Fuller Construction									
Mandilyn LaTour, Complete Concrete									

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR FORKS CORKS KEGS EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 17, 2026 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST ZONE 1 AND 2:

Friday, April 10: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, April 11: Relaxation of Open Container Ordinance in Zone 1 and 2 from 11:00 a.m. to 10:00 p.m.

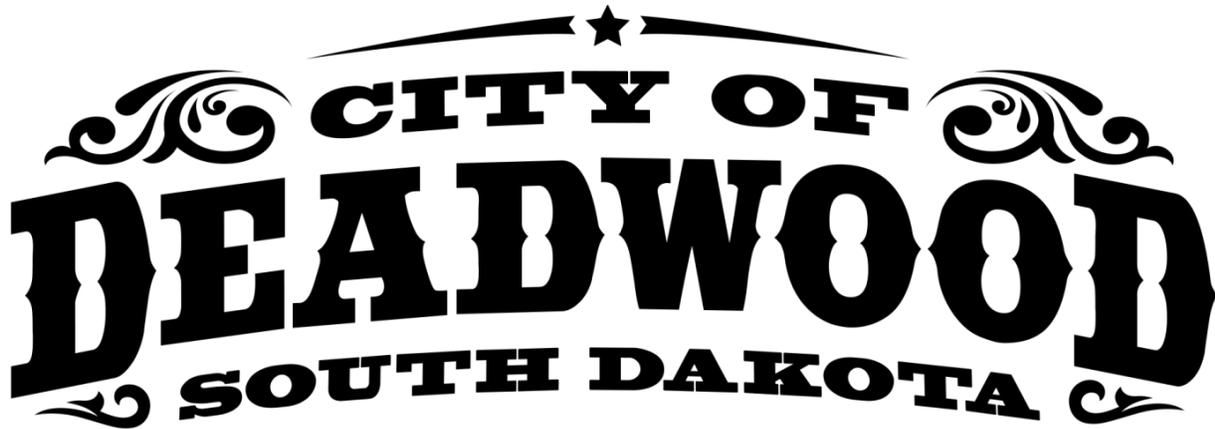
Any person interested in the approval or rejection of such request may appear and be heard or file with the City Finance Officer their written statement of approval or disapproval.

Dated this 2nd day of February, 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, City Finance Officer

Publish BH Pioneer: February 5, 2026

For any public notice that is published one time:
Published once at the total approximate cost of _____.



City of Deadwood Special Event Permit Application and Facility Use Agreement for

Forks Corks and Kegs April 10-11th 2026

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Adopted October 7, 2024

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	X Other			

Event Title: Forks, **Corks, and Kegs**_____

Event Date(s): April 10-11th 2026 Total Anticipated Attendance: 1500
(month, day, year)

(# of *Participants* _____ # of *Spectators* _____)

Actual Event Hours: (from: **11am** _____ AM / PM (to): **10pm** _____ AM / PM

Location / Staging Area: **Zone 1-2**_____

Set up/assembly/construction **4/10** _____ Start time: **5pm** _____ AM / PM

Please describe the scope of your setup / assembly work (specific details): **Open Container** _____

Dismantle Date: _____ Completion time: _____ AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: _____

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: 4/10 _____ Times: 5-10pm _____ Zone: 1-2 _____

Date: 4/11 _____ Times: 11am-10pm _____ Zone: 1-2 _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted October 7, 2024

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce _____

Chief Officer of Organization (NAME): Amanda Kille _____

Applicant (NAME): **Jesse Allen** _____ Business Phone: (605) **578-1876** _____

(city) (state) (zip code)

Fax #: () _____

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: **Deadwood Chamber of Commerce** _____

Address: **501 Main St. Deadwood, SD 57732** _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use **Jesse Allen** _____ Pager/Cell #: 605-591-9171 _____

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

NO YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): **Event Ticket** _____

**OVERALL EVENT DESCRIPTION:
ROUTE MAP/ SITE DIAGRAM/ SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Forks Corks and Kegs
Food, Wine, and Beer Festival
April 10 & 11 2026

Open Container Request
Friday 4-10-26 5-10pm Zones 1-2
Saturday 4-11-26 11am-10pm Zones 1-2

Note earlier open container time on Saturday.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES
 Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will items or services be sold at the event? If **YES**, please describe: _____

- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

Adopted October 7, 2024

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.

- Food Concession and / or Food Preparation Area(s).

Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.

- Tables and Chairs.

- Fencing, Barriers and / or Barricades.

- Generator Locations and / or Source of Electricity.

- Canopies or Tent Locations.

Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:

10' by 10' Set up and take down	\$200.00
20' by 30' Set up and take down	\$400.00
20' by 40' Set up and take down	\$600.00

- Booths, Exhibits, Displays or Enclosures.

- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.

- Vehicles and / or Trailers.

- Trash Containers and Dumpsters.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: _____ Trash Containers w / lids: _____

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: _____

Please describe your Accessibility Plan for access at your event by individuals with disabilities: _____

REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.

NO YES

Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: _____

Security Organization Address: _____
(city) (state) (zip code)

Security Director (Name): _____ Business phone: _____

NO YES

Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: JA _____

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: JA _____

Adopted October 7, 2024

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
 Chamber Newsletter and Social Media _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES
 Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

Will **sound amplification** be used?
 If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

Will **sound check** be conducted prior to the event?
 If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM

Please describe the sound equipment that will be used for your event: _____

Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

Are any signs, banners decorations or special lighting be used? If **YES**, please describe: _____

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES
 Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:

NO YES
 Will there be any live media coverage during your event? If **YES**, please explain:

Refer all event public inquiries and / or media inquiries for this event to:

NAME: A m a n d a K i l l e _____ PHONE: 605-578-1876 _____

Adopted October 7, 2024

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

REQUIRED: Insurance for your event will be required before final permit approval.

Name of Insurance Company: Lloyds of London _____

Agent's Name: Chris Roberts _____

(city) (state) (zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084.

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Jesse Allen _____ Title: Event Coordinator _____

 _____ Date: 1/2/26 _____

(Signature of Applicant/Sponsoring Organization)

**NOTICE OF PUBLIC HEARING
STREET CLOSURE
FOR SAVE OUR TAIL PARADE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 17, 2026, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Friday, May 22, 2026: Main Street closure from Lower Main Street at Pioneer Way to Pine Street, Pine Street from Main Street to Sherman Street and Sherman Street from 68 Sherman Street (US Post Office) to Pioneer Way from 1:00 p.m. until parade ends.

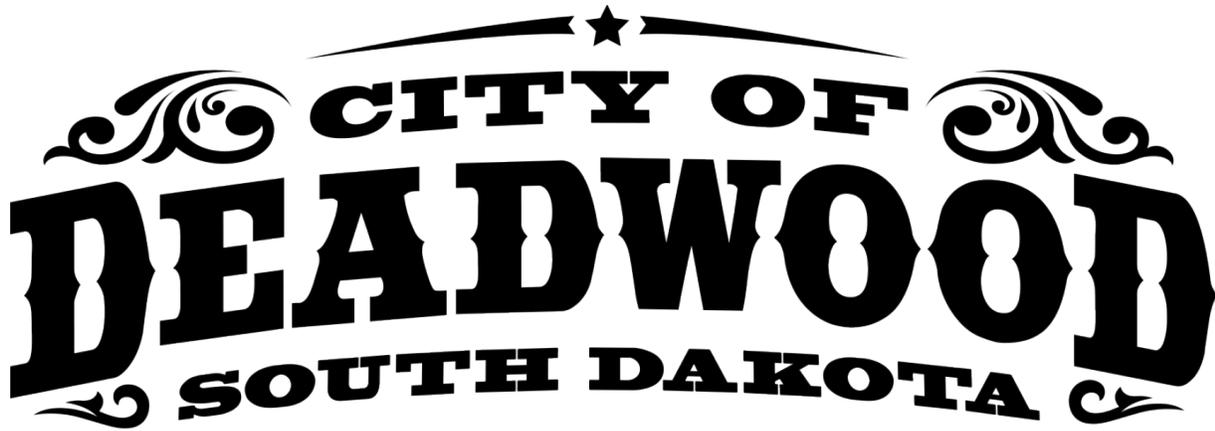
Closure of a portion of Main St. from Mineral Palace to Wall Street from 3:00 p.m. to 3:15 p.m. for Dora DuFran Statue Dedication.

Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Office their written statement of approval or disapproval.

Dated this 2nd day of February, 2026.

CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer

Publish B.H. Pioneer: February 5, 2026.



City of Deadwood Special Event Permit Application and Facility Use Agreement for

Save Our Tail Parade/Dora DuFran Dedication May 22nd 2026

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Adopted October 6, 2025

EVENT INFORMATION

<input type="checkbox"/> Run	<input type="checkbox"/> Walk	<input type="checkbox"/> Bike Tour	<input type="checkbox"/> Bike Race	<input type="checkbox"/> Parade	<input type="checkbox"/> Concert
<input type="checkbox"/> Street Fair	<input type="checkbox"/> Triathlon	<input type="checkbox"/> Other			

Event Title: Save Our Tail Parade/Dora DuFran Dedication May 22nd 2026

Event Date(s): May 22nd 2026 Total Anticipated Attendance: _____
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from: 1pm AM / PM (to): 3:30pm AM / PM

Location / Staging Area: Main St.

Set up/assembly/construction May 22nd Start time: 12pm AM / PM

Please describe the scope of your setup / assembly work (specific details): 12pm Parade meets at Welcome Center

Dismantle Date: 3:30pm Completion time: 3:15pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s), day, date** and **time** of closing and time of re-opening: Main St from Pioneer Way (Welcome Center) to Sherman St. (Landmark) for Parade 1-1:45pm and Main St Mineral Palace to Wall Street for brief traffic pause 3pm to 3:15pm for Dora DuFran Statue Dedication

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles which would require an entire street closure from Wall Street to Deadwood Street will require security be provided at Deadwood Street and Main Street and Wall Street and Main Street to direct traffic.
- Additional security may be required at the discretion of the Event Committee.

OPEN CONTAINER

<https://www.cityofdeadwood.com/planning/page/special-event-open-container-information-and-maps>

Date: N/A Times: _____ Zone: _____

Date: _____ Times: _____ Zone: _____

Adopted October 6, 2025

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)

Noncommercial (nonprofit)

Sponsoring Organization: Deadwood Chamber of Commerce, DHI, and City of Deadwood

Chief Officer of Organization (NAME): Amanda Kille Kevin Kuchenbecker Jim Williams

Applicant (NAME): Jesse Allen Business Phone: (605) 578-1876

[Redacted] [Redacted] [Redacted] [Redacted]
(city) (state) (zip code)

[Redacted] [Redacted] Fax #: ()

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: N/A

Address: _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use Jesse Allen Pager/Cell #: 605-591-9171

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

NO YES

Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s): _____

OVERALL EVENT DESCRIPTION:

ROUTE MAP/ SITE DIAGRAM/ SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

1pm (12pm Lineup) Parade from Deadwood Welcome up Main St. Parade turns at Pine St. and crosses over to Sherman St where it will disperse at the Landmark Casino. Parade should last no more than 45minutes and will need temporary traffic pause at Pioneer Way and Sherman St. to allow the parade to cross.

3pm Dora DuFran Statue Dedication in the Badlands area. Requesting a 15 minute traffic pause on Main St. from the Nugget to Wall St to allow spectators to safely observe the dedication.

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

- NO YES Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
- Will Items or services be sold at the event? If **YES**, please describe: _____
- Does this event involve a moving route of any kind along streets, sidewalks, or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route. If the route involves state highways, please click the link below to submit a SD DOT Permit to Occupy Right-of-Way.
https://www.state.sd.us/eforms/secure/eforms/S_E0903v1_PermitToOccupyROW.pdf
- Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all street impacted by the event.

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
Please describe how food will be served at the event: _____

If you intend to cook food in the event area, please specify the method to be used:

GAS ELECTRIC CHARCOAL OTHER(SPECIFY): _____

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Jersey Barriers and Equipment used for other than safety purposes.....\$25.00 each
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
Tent Rental with Approved Special Event, which is set and amended by resolution, paid to the City of Deadwood:
10' by 10' Set up and take down..... \$200.00
20' by 30' Set up and take down \$400.00
20' by 40' Set up and take down..... \$600.00
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.
(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.
Number of trash cans: _____ Trash Containers w / lids: _____
- Garbage Removal Fee - \$150.00/hour/employee – if the City of Deadwood has to remove the garbage after the event.

Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility: _____

Other Related Event Components not covered above. _____

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Traffic pauses and parade escorts requested from Deadwood PD

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Accessible sidewalks and streets

REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.

NO YES

Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

(city)

(state)

(zip code)

Security Director (Name): _____ Business phone: _____

NO YES

Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators: _____

Please indicate what arrangements you have made for providing **First Aid Staffing and Equipment**?

Number _____ Ambulance(s) – How provided? _____

Number _____ Emergency Medical Technicians – How provided? _____

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD’s property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT’s property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD’s property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: JA

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT’s use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: JA

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: _____
Social and local media _____

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: _____ Number of Bands: _____

Type of Music: _____

Will **sound amplification** be used?
If **YES**, please indicate: Start Time: _____AM / PM – Finish Time: _____AM / PM

Will **sound check** be conducted prior to the event?
If **YES**, please indicate: Start Time: _____AM / PM – Finish Time: _____AM / PM

Please describe the sound equipment that will be used for your event: _____
Possible parade music on floats ect. _____

Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall’s office) to this application.

Are any signs, banners, decorations or special lighting be used? (**Special Events recognized by The City of Deadwood get approved by Resolution annually in January**) (If **YES**, please describe: _____
Possible signs and banners for the parade floats/vehicles _____

PROMOTION/ADVERTISING/MARKETING/INFORMATION

NO YES Will this event be promoted, advertised or marketed in any manner? If YES, please describe:

Social and local media

Will there be any live media coverage during your event? If YES, please explain:
Possible social and local media

Refer all event public inquiries and / or media inquiries for this event to:

NAME: Jesse Allen PHONE: 605-578-1876

INSURANCE REQUIREMENTS/LIQUOR LIABILITY

REQUIRED: Insurance for your event will be required before final permit approval.

Name of Insurance Company:

South Dakota Public Assurance Alliance

Agent's Name:

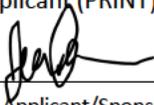
Policy Number: Policy Type: (city) (state) (zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084. The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.

AFFIDAVIT OF APPLICANT

Advance Cancellation Notice Required: If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched. I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Jesse Allen



(Signature of Applicant/Sponsoring Organization)

Title: Events Coordinator

Date: 1/15/26

VENDING

Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Return this form to the
Planning and Zoning Office

By email:

leah@cityofdeadwood.com

By mail:

108 Sherman Street,
Deadwood, SD 57732



Questions? Contact the
Planning and Zoning Office
(605) 578-2082 or
leah@cityofdeadwood.com

Monthly Vending Report

Convention Center, Event Complex, Outlaw Square

Complete one (1) report for each event.

Report is due on the 15th of every month for any event scheduled to occur the following month.

Municipal Code 5.28.060 (C): Monthly vending reports shall be submitted by convention center vending, including Outlaw Square and Event Complex, to the Planning and Zoning Office. The report shall list event and vendor information for any event scheduled to occur the following month. Reports shall be submitted by the 15th of each month. Reports are to be submitted even if no upcoming event is planned for the following month. Failure to submit monthly reports could risk future event approval(s) and/or reissuance of liquor license. Approved vendors will be subject to periodic checks by the Zoning Administrator and/or his/her designee to ensure all information required by the City of Deadwood is being provided.

Report Date: _____ Event Date: _____

Name of Person Completing Form: _____

Contact Phone: _____ Contact Email: _____

Signature: _____

Check here if no event is scheduled for next month:

Event Name: _____

Event Location: _____

List of Vendors

*List all anticipated vendors for the applicable event.
Please use as many additional sheets as necessary.*

Page 1 of _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Monthly Vending Report – Additional Sheet

Report Date: _____ **Page** _____ **of** _____

Event Name: _____ **Event Date:** _____

Event Location: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Vendor Name: _____

Vendor Phone: _____

Vendor Email: _____

SDDOR Sales Tax License Number: _____

Goods or services being sold: _____

Resolution 2026-09

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2025:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 307,447.00
Business Improvement District #7 Designated for Convention Center:	\$ 438,782.20
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

Dated this 17th day of February, 2026.

City of Deadwood

Charlie Struble-Mook, Mayor

ATTEST:

Jessica McKeown, Finance Officer

**CITY OF DEADWOOD
ORDINANCE 1443**

NOW THEREFORE, be it ordained by the City Commission of the City of Deadwood, in the State of South Dakota, as follows:

SECTION 1: **AMENDMENT** “5.28.035 Display Of Merchandise” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.28.035 Display Of Merchandise

It is unlawful for any person, entity or business to display, store or maintain any merchandise ~~(except benches for the public, pet watering stations, flowers and potted plants)~~ for sale or show within the right-of-way, as defined in Title 15, by affixing the same to the exterior awnings, canopies, posts, building facade (including any door or shutter, when opened externally, displays merchandise or signs) of any ~~permanent or temporary structure store front~~ or cause or enable the display of merchandise for sale or show in said right-of-way outside of any permanent or temporary structure within the city's local historic district, as defined under Title 17.

(Ord. 1241 (part), 2015; Ord. 1101 (part), 2008)

SECTION 2: **AMENDMENT** “5.28.020 Definitions” of the Deadwood Municipal Code is hereby *amended* as follows:

A M E N D M E N T

5.28.020 Definitions

As used in this chapter:

"Exterior" means the outer side or surface, except that the interior side of a door shall also mean exterior for purposes of this chapter; also, for purposes of this chapter, exterior also means "outside."

"Inside" means the inner side of any permanent residential or commercial structure or enclosure.

"Locally designated Historic District" means (1) 424-818 Main Street; (2) all of Lee Street; (3) all of Siever Street; (4) all of Deadwood Street; (5) all of Pine Street; (6) all of Sherman Street;

and (7) 1-13 Charles Street.

"Merchandise" means ~~goods bought and sold in~~ any goods, wares and services sold and/or offered for sale inside the adjoining business; ~~commercial wares.~~

"Outside" means the outer side of any permanent residential or commercial structure or enclosure.

"Peddler/hawker" means a person selling or offering to the public personal property or services including but not limited to, coupons, tokens or other items of trade or commerce by going from place to place, house to house, or parking on a highway or street who carries personal property for immediate sale or performs the services immediately. This definition does not include the business which follows an established route selling goods and which stops only at those premises which have requested such services.

"Solicitor" means a person engaging in the same activity as a peddler except that the goods and services are for future delivery.

"Stand" means any table, showcase, bench, rack, pushcart, wagon or any other movable vehicle or device, whether or not it may be moved without the assistance of a motor and whether or not it is required to be licensed and registered by the state department of commerce and regulation, used for the displaying, storing or transporting of articles offered for sale by a vendor.

"Store Front" means the physical space that houses a retail store offering merchandise for sale or show within the physical space, including the street-facing facade and display windows or openings, which are designed to attract customers.

"Temporary" means no business that plans to be in Deadwood for less than a year, whether evidenced by short-term lease or otherwise, shall be deemed anything but temporary as such business is expected to change in status, conditions or place; is intended to exist for only a definite period; is not lasting, or intended to last as that term is commonly known, or lasting for a short or limited time; and is transitory in nature.

"Transient merchant" means any person, firm, corporation, partnership, association or any agent thereof who establishes a temporary business offering wholesale or retail goods within the city.

"Vendor" means any person engaged in the selling or soliciting for sale of goods, wares, merchandise, services, including food and beverages, within the city limits, from a stand or motor vehicle or from their person.

(Ord. 1141 (part), 2011: Ord. 1101 (part), 2008: Ord. 1005 § 22-101, 2003: Ord. 978 (part), 2001: prior code § 22-101)

SECTION 3: **ADOPTION** “5.28.034 Purpose” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.28.034 Purpose(*Added*)

The purpose of regulating the display of merchandise is to respect the historic architectural styles of the community, and more specifically, the style of each individual store front and structure within the local historic district and to limit obstructions and distractions in the highly pedestrian-oriented local historic district.

SECTION 4: **ADOPTION** “5.28.036 Exemptions” of the Deadwood Municipal Code is hereby *added* as follows:

ADOPTION

5.28.036 Exemptions(*Added*)

The following items are exempt from this chapter so long as they still allow for four (4) feet of space within the sidewalk located within the right-of-way:

Benches, chairs and tables for public seating, pet watering stations, flowers and potted plants, trash receptacles not for sale or show in the adjoining store front.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in full force and effect from March 25, 2026 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF DEADWOOD CITY COMMISSION

_____.

Presiding Officer

Attest

Charlie Struble-Mook, Mayor, City of
Deadwood

Jessica McKeown, Finance Officer,
City of Deadwood

2025 BUDGET WORKSHEET
Parking Donation Allocations

Organization	Allocated
5th Grade DARE Program	\$ 1,000
American Leagion Homestake Post 31	\$ 1,000
Black Hills Auxiliary to Post 5969	\$ 2,000
CASA	\$ 1,000
Deadwood Alive	\$ 2,500
Deadwood Farmers Market	\$ 1,500
DL76ers Swim Team	\$ 1,500
Feeding Deadwood	\$ 2,000
Foundation for Health	\$ 500
Golden Gang Easter Egg Hunt	\$ 1,000
Good Shepherd Free Clinic	\$ 1,000
LD Area Lions Club	\$ 1,500
LD Bullseye 4-H Archery Club	\$ 600
LDHS Class of 2027 Post Prom	\$ 500
LDHS Digger Track and Field Team	\$ 500
LDHS Golf	\$ 1,000
LDHS Theater	\$ 275
Lead Deadwood 49ers Football and Cheer	\$ 750
Lead Deadwood PTO	\$ 1,000
Mile High Vault Crew	\$ 1,000
Shop with a Cop	\$ 675
Twin City Clothing Store	\$ 1,200
Twin City Senior Citizens	\$ 1,000
Victims of Violence Intervention/Artemis House	\$ 500
TOTAL ALL NON-PROFITS	\$ 25,500



MEMORANDUM

Date: February 12, 2026
To: Deadwood City Commission
From: Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer
Re: 2026 Round 1 Outside of Deadwood Grants

On February 11, 2026, the Historic Preservation Commission reviewed the 2026 Round 1 Outside of Deadwood Grant applications. This round included fifteen (15) Outside of Deadwood Grant applications for a project total of \$2,728,673.46 which included requests from the program of \$192,097.00.

The budget for 2026 is set at \$100,000.00 with two funding cycles, January and June of each year. Round 1 budget is set at \$50,000.00. The Historic Preservation Commission closely reviewed the applications and made the following recommendations for grant approval. The attached table lists the applicant, project, location and amount for nine recommended grants totaling \$50,000.00.

Recommended Motion:

Move to approve the 2026 Round 1 Outside of Deadwood Grant requests in the amount of \$50,000.00.

2026 RD 1 Outside of Deadwood Grant Requests					
Organization Name	City	Project Budget	Matching Funds	Amount Requested	Suggested Approval
Aldersgate Church of Aberdeen - Item A	Aberdeen	\$2,300,000.00	\$2,000,000.00	\$10,000.00	\$ 5,000.00
Black Hills Mining Museum -- Item B	Lead	\$11,000.00	\$5,500.00	\$5,500.00	\$ -
Brule County Historic Society - Item C	Kimbell	\$21,170.00	\$10,585.00	\$10,585.00	\$ 7,500.00
Canton Lutheran Church - Item D	Canton	\$91,944.00	\$81,944.00	\$10,000.00	\$ 7,500.00
Czech Heritage Preservation - Item E	Tabor	\$15,350.00	\$7,675.00	\$7,675.00	\$ -
Gregory County Digitization - Item F	Burke	\$5,000.00	\$2,500.00	\$2,500.00	\$ 2,500.00
Heritage Hall Museum - Item G	Freeman	\$15,036.00	\$7,468.00	\$7,468.00	\$ -
Immaculate Conception Church - Item H	Rapid City	\$15,000.00	\$7,500.00	\$7,500.00	\$ 7,500.00
Keystone Historical Society - Item I	Keystone	\$41,495.00	\$20,749.00	\$20,749.00	\$ 5,000.00
Little Spearfish Conser. Society - Item J	Rapid City	\$19,400.00	\$9,700.00	\$9,700.00	\$ -
St. Wenceslaus Church - Item K	Tabor	\$34,857.46	\$24,857.46	\$10,000.00	\$ 7,500.00
Sully County Courthouse - Item L	Onida	\$36,073.00	\$26,073.00	\$10,000.00	\$ -
Beseda Hall -- Item M	Tabor	\$6,000.00	\$3,000.00	\$3,000.00	\$ 2,500.00
University of SD Ft. Meade Arch.- Item N	Ft. Meade	\$20,348.00	\$12,928.00	\$7,420.00	\$ 5,000.00
Western Dakota Camp Assoc. - Item O	Custer	\$96,000.00	\$16,000.00	\$70,000.00	\$ -
TOTAL GRANT REQUESTS		\$2,728,673.46	\$2,236,479.46	\$192,097.00	\$ 50,000.00

AUTHORIZATION AND AGREEMENT FOR SERVICES



1805 Samco Road, Rapid City, SD 57702
www.avid4eng.com ~ Phone: (605) 343-3311

This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.

CLIENT INFORMATION:

Client Name: City of Deadwood Phone: 605-578-2082
Billing Address: 108 Sherman Street city: Deadwood State: SD Zip: 57732
Email: kevin@cityofdeadwood.com
Contact Person (if different than Client): Kevin Kuchenbecker Title: Historic Preservation Officer

PROJECT INFORMATION:

Project Name: Crescent Drive Improvements
Project Location: Crescent Drive adjacent to Days of 76 Complex
Legal Description: Deadwood Amusement Park Tract in M.S. 308

Description of Work: Professional Services in accordance with attached Exhibits A-D.

Estimated Completion Date: 12-31-26

BILLING ARRANGEMENTS:

Time and materials not to exceed \$180,410.00 invoiced monthly in accordance with current year schedule of charges.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.

SIGNATURES:

CLIENT (Person Responsible for Payment) Date: _____

CONSULTANT (Avid4 Engineering, Inc.) Date: _____

1. Avid4 Engineering, Inc., herein referred to as Avid4, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, Avid4 may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Avid4 will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. Avid4 will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. Avid4 will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that Avid4's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that Avid4's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Avid4 or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Avid4's services, Avid4 may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or Avid4 shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. Avid4 will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between Avid4 and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Avid4 may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of Avid4.
9. All products and documents including Drawings and Specifications provided or furnished by Avid4 pursuant to this Agreement are instruments of service in respect of the Project and Avid4 shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless Avid4 from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. Avid4 will endeavor to provide all services in accordance with generally accepted professional practices. Avid4 will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Avid4 will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. In lieu of or in addition to execution of the Authorization and Agreement for Services, the Client may authorize Avid4 to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the Client's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by Avid4. In order to implement the intent of Avid4 and the Client to this Agreement, Avid4 and the Client agree that the Authorization and Agreement for Services, these General Terms and Conditions, and any Exhibits constitute the entire Agreement between them. Avid4 and the Client further agree that the preprinted terms and conditions of any Client-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether Avid4 executes the purchase order in acceptance of the work.
12. Avid4 intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by Avid4 for the Client are rendered on the basis of experience and qualifications and represent Avid4's professional judgment.
13. This agreement shall not be construed as giving Avid4 the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
14. Avid4 shall make such revisions in plans or project deliverables which may already have been completed, approved and accepted by the Client, as are necessary to correct errors or omissions in the deliverables when requested to do so by the Client, without extra compensation therefore.

**Crescent Drive Improvements
Deadwood South Dakota**

EXHIBIT A

The **Client (City of Deadwood)** has determined the need to procure professional engineering services including additional Design Services, Bidding Services, and Construction Phase Services for the Crescent Drive Improvements Project. The Project is the reconstruction of Crescent Drive from the west driveway access to the fairgrounds complex to approximately 300 feet east of 76 Drive where it crosses Whitewood Creek. The **Consultant (Avid4 Engineering)** has previously entered into an agreement with Albertson Engineering and provided professional services which resulted in a set of project plans at the 95% design level last updated in 2016. The **Client** has determined that the project now has sufficient construction funding and that **Consultant** shall provide professional services to complete the project design, assist with bidding the Project and administer the Construction Contract

The services provided by the **Consultant** will occur in three (3) phases. The following lists detail the anticipated efforts of each Task. An estimate of professional services costs for all Tasks is provided in Exhibit B.

Task 1 – DESIGN SERVICES

- 1.1 The **Consultant** will perform site surveys sufficient for design plan preparation.
 - 1.1.1 Detailed survey will be completed to supplement in-house information. Limits will include areas of known change along the grandstands and the additional area to the east of 76 Drive.
 - 1.1.2 The **Consultant** will survey property monumentation as necessary to establish boundaries relevant to rights-of-way and easements.
- 1.2 The **Consultant** will verify the probable locations of existing public and private utilities within the project area and evaluate conflicts.
- 1.3 The **Consultant** will provide the following design services through a Subconsultant Contract with West Plains Engineering:
 - 1.3.1 Design pedestrian lighting along Crescent Drive utilizing similar lighting used on previous projects in Deadwood. Electrical service is expected to be obtained from the grandstand to the south.
 - 1.3.2 Provide sealed reproducible drawings and specifications for the lighting improvements.
- 1.4 The **Consultant** will provide the following design services through a Subconsultant Contract with Albertson Engineering:
 - 1.4.1 Update existing structural design to accommodate the existing and proposed ADA facilities on either side of the grandstand.
 - 1.4.2 Provide construction details for retaining wall and decorative fence project elements.
 - 1.4.3 Provide sealed reproducible drawings and specifications for the proposed structural improvements.
- 1.5 The **Consultant** will update and extend the design for the following facilities:
 - 1.5.1 Street

Crescent Drive Improvements Deadwood South Dakota

- 1.5.1.1 The **Consultant** will update the street plans to reflect current conditions including the anticipated additional 300 feet to the east.
- 1.5.1.2 The **Consultant** will investigate the future extension of a paved surface to serve the Department of Transportation and Lead Deadwood Sanitary District facilities.
- 1.5.1.3 The **Consultant** will evaluate sidewalks, driveways, etc. with regard to compliance with current ADA guidelines.
- 1.5.1.4 The **Consultant** will determine the location of and layout decorative fencing as appropriate along the street corridor.
- 1.5.2 Water
 - 1.5.2.1 The **Consultant** will evaluate the location of the proposed fire hydrants in the current plans and update as necessary.
 - 1.5.2.2 The **Consultant** will evaluate the potential extension of water facilities to the revised project extents.
- 1.5.3 Drainage / Storm Sewer
 - 1.5.3.1 The **Consultant** will identify and design necessary street drainage facilities along the revised project extents.
 - 1.5.3.2 The **Consultant** will evaluate options to establish positive drainage in the area to the east of the revised project extents that currently serves as snow storage and access to the Department of Transportation and Lead Deadwood Sanitary District facilities.
 - 1.5.3.3 The **Consultant** will identify the potential impact the proposed project improvements have on the Whitewood Creek floodplain
- 1.6 The **Consultant** will provide complete Final Design Plans for a unit price construction contract.
 - 1.6.1 The **Consultant** will include staking information as necessary including:
 - 1.6.1.1 Station-offsets or coordinates for all items of work requiring field staking.
 - 1.6.1.2 Coordinates and descriptions of inter-visible control points with benchmark information.
 - 1.6.2 The **Consultant** will provide an Erosion and Sediment Control Plan including Storm Water Pollution Prevention Plan (SWPPP) narrative.
- 1.7 The **Consultant** will provide project-specific Detailed Specifications supplementing City of Rapid City Standard Specifications for Public Works Construction.
- 1.8 The **Consultant** will prepare applicable permits with exhibits required for the City of Deadwood; identify permit costs and indicate if any permit costs are paid for directly by the **Client** or if it is a Contractor cost.
- 1.9 The **Consultant** will prepare the Final Design Services submittal. The submittal will consist of Final Design Plans, Specifications, Contract Documents, and Opinion of Probable Construction Cost. The Final Design Services submittal will be delivered to **Client**.

Crescent Drive Improvements Deadwood South Dakota

- 1.10 The **Consultant** will submit Final Design Plans and Specifications to the Department of Agriculture and Natural Resources (SDDANR) for review. The **Consultant** will address any comments and make necessary corrections.

Task 2 – BIDDING SERVICES

- 2.1 The **Consultant** will provide advertisement for bids to CIC and the appropriate legal newspaper.
- 2.2 The **Consultant** will print and distribute construction Plans and Contract Documents and maintain a list of Bidders holding copies of the Contract Documents.
- 2.3 The **Consultant** will conduct a Pre-bid Conference, record attendance and minutes, and distribute copies to all attendees.
- 2.4 The **Consultant** will issue addenda to the bid documents as required.
- 2.5 The **Consultant** will conduct the bid opening.
- 2.6 The **Consultant** will review Bidders' Proposals and review and prepare an Award Summary.
- 2.7 The **Consultant** will prepare and assist in executing the Contract Documents after **Client** approval of the contract award.

Task 3 – CONSTRUCTION PHASE SERVICES

- 3.1 The **Consultant** will perform Construction Related Services including soils compaction testing for the Crescent Drive Improvements Project.
- 3.2 The **Consultant** will provide Contract Administration for the Project as described in Exhibit D and Exhibit E.
- 3.3 The **Consultant** will provide Construction Observation for the Project as described in Exhibit D and Exhibit E.
- 3.4 The **Consultant** will prepare and make revisions to the plan drawings and specifications and submit Record Drawings to the City of Deadwood.

CRESCENT DRIVE IMPROVEMENTS
Deadwood South Dakota

EXHIBIT B

Task #	Description	Subtask Total
1.1	Update Topographic Survey	\$7,895.00
1.2	Utility Coordination	\$2,020.00
1.3	Electrical Design Services	\$9,970.00
1.4	Structural Design Services	\$9,220.00
1.5	Update and Extend the Project Design	\$12,865.00
1.6	Prepare Final Plans	\$9,200.00
1.7	Final Design Specifications	\$860.00
1.8	Prepare Applicable Permit Applications	\$720.00
1.9	Final Design Services Submittal to Client	\$580.00
1.10	Final Design Services Submittal to and Coordination with SDDANR	\$700.00
TASK 1 TOTAL		\$54,030.00
2.1	Assist Client with Advertising	\$720.00
2.2	Distribute Construction Plans and Specifications	\$1,025.00
2.3	Arrange and Attend Pre-bid Conference	\$575.00
2.4	Issue Addenda as Necessary	\$720.00
2.5	Arrange and Conduct Bid Opening	\$505.00
2.6	Review Bidder's Proposal and Award Summary	\$475.00
2.7	Review Construction Contract Documents	\$475.00
TASK 2 TOTAL		\$4,495.00
3.1	Soils Compaction Testing	\$9,815.00
3.2	Construction Contract Administration	\$22,870.00
3.3	Construction Observation	\$86,840.00
3.4	Prepare and Submit Record Documents	\$2,360.00
TASK 3 TOTAL		\$121,885.00
CONTRACT TOTAL FOR TASKS 1 - 3		\$180,410.00

**Crescent Drive Improvements
Deadwood South Dakota**

EXHIBIT C

2026 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer/Land Surveyor	\$215.00
Principal Professional Engineer	\$200.00
Professional Engineer IV	\$180.00
Professional Engineer III	\$160.00
Professional Engineer II	\$145.00
Professional Engineer I	\$135.00
Geospatial Professional	\$145.00
Geospatial Analyst	\$135.00
Graduate Engineer IV	\$130.00
Graduate Engineer III	\$120.00
Graduate Engineer II	\$110.00
Graduate Engineer I	\$100.00
Senior Technician	\$145.00
Technician IV	\$115.00
Technician III	\$105.00
Technician II	\$95.00
Technician I	\$85.00
CAD Technician II	\$130.00
CAD Technician I	\$90.00
Office Manager	\$125.00
Administrative	\$95.00
Clerical	\$75.00
Mileage Rate <i>adjusted according to current U.S. General Services Administration rate</i>	\$ 0.725

*Rates are subject to change on January 1 of each year.
An updated Exhibit will be provided annually for review and approval.*

**Crescent Drive Improvements
Deadwood South Dakota**

EXHIBIT D

Exhibit D details the scope of the Construction Related Services to be performed by the **Consultant** outlined in Task 4 of the Crescent Drive Improvements Project.

GENERAL ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. Upon successful completion of the Bidding Phase of Task 3, **Consultant** shall consult with **Client** and act as **Client's** representative as provided in the General Conditions and this Agreement. The extent and limitations of the duties, responsibilities and authority of **Consultant** shall not be modified, except as **Consultant** may otherwise agree in writing. All of **Client's** instructions to Contractor will be issued through **Consultant** who shall have authority to act on behalf of **Client** in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Consultant** will provide the services of a Resident Project Representative (**RPR**) at the Site to assist **Consultant** and to provide more continuous observations of such Work on a full-time basis. **Consultant** will, prior to the pre-construction conference, submit a resume of the **RPR'S** qualifications for approval by **Client**. The duties, responsibilities, and limitations of authority of the **RPR** are as set forth in Exhibit E attached.
3. **Consultant** will participate in a Pre-Construction Conference prior to commencement of Work at the Site.
4. **Consultant** will make visits to the Site at intervals appropriate to the various stages of construction, as **Consultant** deems necessary, but at least weekly, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. Such visits and observations by **Consultant** and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to **Consultant** in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the Work based on **Consultant's** exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, **Consultant** shall determine in general if such Work is proceeding in accordance with the Contract Documents
 - 4.1. The purpose of **Consultant's** visits to and representation by the Resident Project Representative at the Site will be to enable **Consultant** to better carry out the duties and responsibilities assigned to and undertaken by **Consultant** during the Construction Phase, and, in addition by the exercise of **Consultant's** efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed Work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. **Consultant** shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct or have control over Contractor's Work nor shall **Consultant** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. Accordingly, **Consultant** neither guarantees the performance of any Contractor nor assumes

**Crescent Drive Improvements
Deadwood South Dakota**

responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

5. During such visits and on the basis of such observations, **Consultant** shall have authority to recommend to **Client** the Contractor's Work be disapproved and rejected while it is in progress if **Consultant** believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. **Consultant** will issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. **Consultant** may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. **Consultant** will recommend Change Orders and Work Change Directives to **Client**, as appropriate, and shall prepare Change Orders and Work Change Directives as required.
8. **Consultant** will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will be completed within 14 days of receipt of Contractor's submittal by **Consultant** and will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
9. **Consultant** will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
10. **Consultant** will require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by laws, rules, regulations, ordinances codes, orders or the Contract Documents. **Consultant's** review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. **Consultant** shall be entitled to rely on the results of such tests.
11. **Consultant** will render formal written decisions on all claims of **Client** and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, **Consultant** shall be fair and not show partiality to **Client** or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
12. Based upon **Consultant's** observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying support documentation:
 - 12.1. **Consultant** will recommend the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute **Consultant's** representation to **Client**, based on such observations and review, that, to the best of **Consultant's** knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, subject to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation, and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is **Consultant's** responsibility to observe

**Crescent Drive Improvements
Deadwood South Dakota**

the Work. In the case of unit price Work, **Consultant's** recommendations of payment will include final determinations of quantities and classifications of such Work. The responsibilities of **Consultant** contained in the paragraph are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in the Agreement and elsewhere.

- 12.2.** By recommending any payment **Consultant** shall not thereby be deemed to have represented that observations made by **Consultant** to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to **Consultant** in this Agreement and the Contract Documents. Neither **Consultant's** review of Contractor's Work for the purposes of recommending payments nor **Consultant's** recommendation of any payment including final payment will impose on **Consultant** responsibility to supervise, direct or control such Work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulation, ordinances, codes or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on **Consultant** to make and examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials or equipment has passed to **Client** free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between **Client** and Contractor that might affect the amount that should be paid.
- 13.** **Consultant** will receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents including Shop Drawings, Samples and other data and marked-up record Drawings which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. **Consultant** shall transmit these documents to **Client**.
- 14.** **Consultant** will prepare and furnish to **Client** a set of reproducible Project Record Drawings showing appropriate record information based on Project documentation received from Resident Project Representative and Contractor.
- 15.** Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with **Client**, and Contractor, **Consultant** will conduct an inspection to determine if the Work is substantially complete. If after considering any objections of **Client**, **Consultant** considers the Work substantially complete; **Consultant** shall deliver a certificate of Substantial Completion to **Client** and Contractor.
- 16.** **Consultant** shall not be responsible for the acts or omissions of any Contractor or any of their subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the Work. **Consultant** shall not be responsible for any Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- 17.** The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by **Consultant** of final payment to Contractor.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 722-0786



Kevin Kuchenbecker
Planning, Zoning and
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

DATE: February 17, 2026
TO: City Commission
FROM: Kevin Kuchenbecker, Planning, Zoning
and Historic Preservation Officer
RE: Christmas Decoration Quote

STAFF FINDINGS:

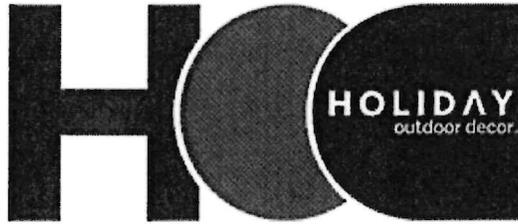
A quote to purchase Christmas decorations to place on Main and Sherman Streets has been presented by Holiday Outdoor Décor. The quote includes pre-lit wreaths, garland, red bows, plugs, ties and extra bulbs. The total cost of the decorations is estimated at \$23,365.28.

These decorations will be displayed along Main and Sherman Streets throughout the holiday season.

Staff recommends approval of the quote.

RECOMMENDED ACTION:

Approval / denial of the quote for Christmas decorations submitted by Holiday Outdoor Décor in the amount of \$23,365.28.



From Moments to Memories -
American Craftsmanship in Every Space

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 1/30/2026
Expiration Date 3/4/2026
Quote Number 00026149

If products are made to order, a deposit is required upon acceptance of this quote. The deposit percentage is listed below. Note: Sales tax (if applicable) is excluded from the deposit invoice and will be billed with the final product shipment.

Deposit 50%

Prepared By Sandy Gundy
Phone (952) 500-9668
Email sgundy@holidayoutdoordecor.com

Contact Name Louie Lalonde
Bill to Phone 605-578-3346 x 4
Email saloon10@rushmore.com

Address Confirmation Required: Please verify all information below.

Account Name Deadwood, City of
Bill To Name Louie Lalond
Bill To 100 Sherman St
Deadwood, South Dakota 57732
United States

Ship To Name Lornie Stalder
Ship To Phone (605) 578-2082
Ship To 108 Sherman St
Deadwood, South Dakota 57732
United States

Product Code	Product	Product Line Description	Line Item Description	Price	Quantity	Total Price
PM-CLB-WR36-CW	36" Wreath - Center Mount - 30 C7 Cool White LED	36" Wreath - Center Mount - 30 C7 Cool White LED		\$211.70	22.00	\$4,657.40
VD-R-40-MP-CW	40' Mountain Pine Garland Skyline, Single Drapes with 44 C9 in Cool White LED	40' Mountain Pine Garland Skyline, Single Drapes with 44 C9 in Cool White LED		\$477.00	4.00	\$1,908.00
B-N24-R	24" Red Nylon Bow, 4 Loop	24" Red Nylon Bow, 4 Loop	6 bows per skyline = 24	\$81.00	24.00	\$1,944.00
GG-14MP	14" Mountain Pine Garland (29 tips/ft) (in FT)	14" Mountain Pine Garland (29 tips/ft) (in FT)	Qty 114-12ft lengths	\$5.57	1,368.00	\$7,619.76

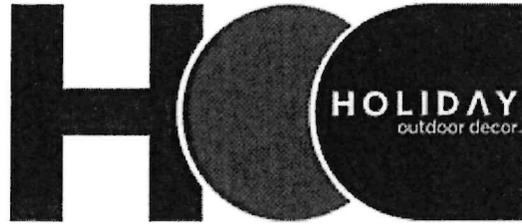
Account Terms NET 30 DAYS

QUOTE ACCEPTANCE INFORMATION

Signature: _____
Name: _____
Title: _____

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

• Please refer to our Terms and Conditions, [here](https://holidayoutdoordecor.com/terms-conditions/) or at <https://holidayoutdoordecor.com/terms-conditions/>



From Moments to Memories -
American Craftsmanship in Every Space

GL-C71-12-G	Garland Lighting Attached - C7 12" spacing green wire	Garland Lighting Attached - C7 12" spacing O/C green wire, 18g SPT1		\$3.64	1,368.00	\$4,979.52
GL-AE-MB	Garland Lighting - Standard Male Black Plug attached - 16&18AWG	STANDARD MALE PLUG - ATTACHED		\$0.00	114.00	\$0.00
GG-AH-36W	(2) 18" Natural Wire Ties - attached to each end of Garland	(2) 18" Natural Wire Ties - attached to each end of Garland for attachment		\$0.00	114.00	\$0.00
LB-C7F-CW	C7 Cool White Faceted LED	C7 Cool White Faceted LED	Bulbs for Qty 114 garlands	\$0.70	1,368.00	\$957.60
SHIPPING	SHIPPING		Truck Freight	\$1,299.00	1.00	\$1,299.00

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.
- Invoices will be sent out as soon as purchased product ships. This includes, both direct to customer or to an HOD warehouse prior to installation.
- Please be advised that for orders exceeding \$20,000, our standard procedure is to issue a 50% deposit invoice. This deposit will be due upon receipt. The remaining balance will be invoiced upon completion and shipment of your order.

Subtotal	\$23,365.28
Total Price	\$23,365.28
Grand Total	\$23,365.28

Account Terms NET 30 DAYS

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

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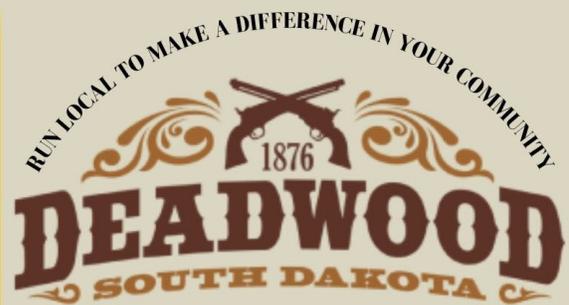
DEADWOOD CITY COMMISSION

The City of Deadwood is currently accepting petitions for the upcoming municipal election!

- Two City Commissioner seats are open
- Each seat is a three-year term
- Deadwood residents will be able to pull and submit petitions through March 24th.

Your voice is important! Make it heard. City commissioners assist in decision making for the daily operations of Deadwood, support their assigned departments alongside their department heads, and represent Deadwood as a community!

Meetings are the first and third Monday of each month at 5:00pm.



CONTACT THE FINANCE OFFICE FOR MORE
INFORMATION

